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The Solicitors' Journal and Reporter.

LONDON, JUNE 18, 1887.

CURRENT TOPICS.

Mr. JOHN WAINWRIGHT, the senior Chancery taxing master, has retired. Mr. WAINWRIGHT was appointed in 1842.

AN ORDER which we print in another column transfers 100 causes to Mr. Justice KEEWICH for the purpose only of hearing or trial; of this number 30 are taken from the list of Mr. Justice CHITTY, 40 from that of Mr. Justice NORTH, and 30 from that of Mr. Justice STIRLING.

PERHAPS IT WOULD only be consistent with propriety that the deliberations of the committee now sitting to devise a scheme for amalgamating the duties of some of the Chancery officers should remain secret until the committee have arrived at a conclusion. But it somehow happens that little matters do occasionally come out, and it is now stated to be a question whether the committee shall separate without making any report, or whether they shall report that they are unable to agree to any scheme. Few members of the profession will be surprised to hear this; the general opinion appears to be that the present division of labour which prevails in the Chancery offices cannot be materially altered so as to increase the efficiency of the several departments. It is also urged that, if the cost of the appointment of an extra judge had not been brought forward, no attempt would have been made to act upon the resolutions of Lord SELWYN's Committee respecting the Chancery offices, and that no reduction can be made which will provide the sum required. It may be hoped that the present committee will adopt the suggestion recently offered them in these columns, and express to the Lord Chancellor the opinion that no change is advisable.

A NEW PRACTICE which has recently been adopted by Mr. Justice NORTH does not at first sight commend itself as tending to convenience. It is shortly this:—"In drawing up an order made by consent, it is right not to enter the evidence as read," although it is the evidence which has brought about the consent. Up to a very recent date it was the practice of the chancery registrar to enter in orders made by consent whatever evidence the parties laid before him. The inconvenience of omitting all mention of the evidence in such cases is, however, more apparent than real. It appears that the taxing master will on taxation take note of all the evidence adduced and not read, much in the same manner as he would take note of the expenses of necessary witnesses subpoenaed but not called. But upon the whole the old practice appears to be the best. If the evidence is set out in the order, any dispute as to its having been brought forward is set at rest, and the taxing master is assisted to that extent. It is true that a principle is involved in the question whether on a consent order the evidence should be read; but no court would allow an order taken by consent to be disturbed simply on the ground that the evidence had not been weighed by the court pronouncing the order. The rule above mentioned was adopted by Mr. Justice NORTH on the 10th inst. on an application to vary minutes in a case of *Blakey v. Shaw*.

Mr. C. F. BRICKDALE's letter to the *Times* (which we reprint elsewhere) will shew what we meant when we said last week that, "as matters stand at present, the probable result to solicitors of the passing of the Land Transfer Bill will be—first, a considerable increase of profits, but subsequently, a most unreasonable and unnecessary diminution." It has always been assumed that on the first registration of land the solicitor will be entitled to his full scale fee in addition to the fee allowed to him in connection with registration, and as it will be observed that Mr. BRICKDALE does not refer in any way to the costs of first registration, it may probably be taken that the general expectation will prove to be correct. The added registration fee will be the source of the increased profits on first registration. Mr. BRICKDALE's letter may, however, be taken to shew that, on dealings with land after the first registration, this latter fee is intended to be the *only* fee to be allowed to solicitors; and the amount of the diminution of which we spoke, on dealings with land after the first registration, may be estimated by taking a purchase for £3,000, on which the solicitor's fee, it appears, as at present intended, will be £8 8s.; in place of the vendor's solicitor's fee of £35 for deducing title, and the purchaser's solicitor's fee of £35 for investigating title—that is to say, instead of £70 coming to the profession, £8 8s. will be received by the purchaser's solicitor. When the Bill was first introduced we drew special attention to this question of the remuneration of solicitors on dealings with land subsequent to the first registration; perhaps Mr. BRICKDALE's statistics may be more effectual in dispelling the apathy which seems hitherto to have existed on this subject.

LANDOWNERS will not have a heavy burden entailed upon them by the new clause for compulsory redemption of small sums of tithe rent-charge which was inserted in the Tithe Rent Charge Bill by the Bishop of London, and has been hailed with great satisfaction by the clergy. By the clause in question it is proposed "that where the total amount of tithe rent-charge which is charged on the lands of the same owner does not exceed two pounds, the person for the time being entitled to the tithe rent-charge may require such owner to redeem the same by payment to the Ecclesiastical Commissioners either of a capital sum equal to twenty-one times the amount of the rent-charge or of an annuity for fifty-two years calculated at the rate of £1 16s. for every £2 of tithe rent-charge." Unless, therefore, an owner has land in more parishes than one, he will not be called upon to pay more than £42, and even then he has the choice of paying by an annuity—an alternative in which we do not see much advantage except to the clergy, who will get the benefit of the Ecclesiastical Commissioners as agents to recover the annual payments due to them. It may be expected that these powers of compulsory redemption will be largely put in force, as there is much trouble and expense attendant upon the collection of a large number of very small amounts of tithe. Especially is this the case in towns where, on each division of land under building leases, each separate plot, and, if the Bill should pass, the owner of each separate plot, would be liable for a minute proportion of the tithe.

THE RULE laid down by JESSE, M.R., in *Re Tinquaray-Wil-
laume and Landau* (30 W. R. 801, 20 Ch. D. 465)—that after twenty years from a testator's death it must be presumed that his debts have been paid—is now well known, but considerable doubt has existed with regard to the application of the rule. Is it limited to the case of a sale by executors under a charge of debts, or does it extend to a sale of leaseholds by executors? In the case in which it was laid down, executors, in whom the legal fee was vested, were selling real estate charged with debts; but there appears to be nothing in the judgments to limit the application of the rule to those circumstances. JESSE, M.R., says, "The only remaining point is what period of time is sufficient to raise a presumption that the debts have been paid. . . . I think it desirable that a rule should be laid down upon which parties may act without having to come to a court of equity, and

in my opinion the reasonable period is twenty years. . . . Where you find a beneficiary in possession and twenty years have elapsed, I think it is fair to presume that the debts have been paid, and in such a case I think that a purchaser is bound to inquire." And BRETT, L.J., says: "It seems to me that, as a general rule, the question [whether there are debts existing] should not be asked within twenty years, but that after twenty years it will be right to ask the question." These observations have been understood in some quarters as being as of general application to all cases of sales by executors. Thus in *Lewin on Trusts*, 8th ed., p. 481, under the head of "executors' receipts," it is said "the rule has now been adopted that, after twenty years, it is fair to presume that the debts have been paid, and the onus is upon the executors to shew that such is not the case." This, it appears, is not the view of Mr. Justice KAY, the learned judge whose decision was reversed by the Court of Appeal in *Re Tanqueray-Willams and Landau*. In a case of *Re Whistler and Richardson*, reported elsewhere, he laid it down that the rule did not apply to an executor selling leaseholds. The law gave him the right to deal with the assets and "there was no authority for saying that that power ceased after twenty years." This decision accords with the judgment of Lord MANSFIELD in *Whale v. Booth* (4 T. R. 625 note), where he says, "The general rule both of law and equity is clear, that an executor may dispose of the assets of the testator; that over them he has an absolute power; and that they cannot be followed by the testator's creditors. . . . It is also clear that, if, at the time of alienation, the purchaser knows that they are assets, this is no evidence of fraud; or all the testator's debts may have been already satisfied; or, if he knows that the debts were not all satisfied, must he look to the application of the money? No one would buy on such terms."

WE RECENTLY discussed one of the questions decided in *Morgan v. Hardy* (35 W. R. 588, 18 Q. B. D. 646). Another question of considerable practical importance, but not, we think, at all doubtful on principle, was decided on the appeal. The action was for breach of a covenant in a lease to keep and yield up buildings in repair. The lease was granted in 1833, and the defendant alleged that the buildings and the surrounding property had greatly diminished in marketable value since the making of the lease, and that in consequence of such diminution in value a great portion of the repairs mentioned in the plaintiffs' particulars were not suited to the demised premises, and were unnecessary for their use and enjoyment; that the proper measure of damages in the action was the actual loss to the plaintiffs' reversion, and that the assessment ought to be limited to those items in the plaintiffs' particulars which would be productive of advantage to the plaintiffs, and would improve the value of the premises as they were at present used; or, in other words, that the damages should be limited to the amount which would be expended by a prudent and reasonable man in repairing the premises so as to be productive of remuneration. The referee to whom the question of the amount of damages was referred reported that on the one view the damages should be assessed at £1,680, and on the other view at £1,200. In principle *Rawlings v. Morgan* (13 W. R. 746, 18 C. B. N. S. 776) appears to be a conclusive authority against the defendants' contention. The judgments in that case shew that a jury is not bound to give only nominal damages for breach of a covenant to repair although before the end of the term the lessor had agreed with another person to grant him a lease under which the premises were to be pulled down. MONTAGUE SMITH, J., says (p. 784):—"The ordinary damages would be the amount which would be necessary to put them in a proper state of repair. The right to damages having accrued on the determination of the term, the lessor's intention to pull down the premises would not in the least affect his right to sue for full damages." If the fact that the demised premises were to be pulled down did not affect the right to recover full damages, *a fortiori* a mere deterioration in the character of the neighbourhood could not do so. Lord Esher said that the defendant's proposition was "wholly untenable," and that "every case was to the exact contrary."

In a case of *Stokes v. Stokes* last week an attempt was made to

argue that section 67 of the Judicature Act, 1873, has taken away the power, which the High Court would otherwise have, of remitting actions for slander to a county court. The attempt was unsuccessful; but as, in giving judgment, Mr. Justice FIELD is reported to have said that he "never heard before that relief in an action for slander cannot be given in a county court," it may be well to consider the effect of the statutes upon the subject. In the first place, the 58th section of the County Court Act, 1846, expressly excludes actions of slander, amongst others, from the jurisdiction of the county court, so that Mr. Justice FIELD's observation was rather too extensive. But section 10 of the County Court Act, 1867, allows any defendant against whom an action of slander may be brought in a superior court to obtain an order (which it is in the discretion of a judge to make or refuse; *Lea v. Parker*, 13 Q. B. D. 835) remitting such action to the county court, unless the plaintiff give security for costs or satisfy the judge that he has a cause of action fit to be prosecuted in a superior court. Then section 67 of the Judicature Act, 1873, enacts that the provisions of the 10th section of the County Court Act, 1867, "shall apply to all actions commenced in the High Court of Justice in which any relief is sought which can be given in a county court." As Lord BLACKBURN said in *Garnett Bradley* (26 W. R. 698, 3 App. Cas., at pp. 971-2) this section is "somewhat curiously worded," but if it were to be taken to exclude actions of slander from the 10th section of the Act of 1867, the result would be to repeal that section so far as slander actions are concerned, which not only could not have been intended, but could not have been done without more express words.

SOLICITOR-TRUSTEES' COSTS.

I.

It is a well-known rule of law that a solicitor who is also a trustee cannot make any charge against the estate for professional work that he may do in connection with it. An exception, however, exists where the work is done by the solicitor, not as acting for himself, but as acting on behalf of his co-trustees. This exception has been the subject of recent discussion in the case of *Re Corbellis, Lawton v. Elwes* (35 W. R. 309, 34 Ch. D. 675), and it has received from the Court of Appeal a sanction, based upon its long establishment, which now makes it practically invincible. At the same time, it is subject in turn to the exception that it applies only to costs incurred in connection with business done in an action or proceeding in court.

It is not necessary to quote any authority for the general position that a trustee is not entitled to be paid for his trouble. This is often put upon the ground that he is not allowed to make a profit out of his office, but it was pointed out by Lord Cranworth in *Broughton v. Broughton* (5 D. M. & G. 164) that this statement of the rule is not wide enough. "The rule really is, that no one who has a duty to perform shall place himself in a situation to have his interests conflicting with his duty." It was from a fortunate failure to see this that the exception in question arose. The matter is explained very clearly in *New v. Jones* (note to *Craddock v. Piper*, 1 M. & G. 668, and 9 Byth. Jarm. 338), the first case which laid down the principle as applicable to solicitors. Two cases were quoted in argument which had been recently decided in Chancery, and in which a trustee, who was a solicitor, had been allowed his professional charges. In each case, apparently, it had been held that there was nothing to prevent a solicitor from getting such charges if they were properly made. On the other side it was stated that the general opinion in the profession was the other way, and that a solicitor was not allowed to charge for business done by him. In giving judgment, Lord Lyndhurst said that it was the duty of the trustee or executor to be the guardian of the estate committed to his charge, and to watch over its interests; if he was allowed to perform the duties of the estate, and to claim compensation for his services, his interest would then be opposed to his duty; and, as a matter of prudence, the court did not allow the executor or trustee to place himself in that situation. The only question, therefore, was as to the application of this rule to solicitors, and Lord Lyndhurst went on to say that it applied to them as strongly as to any other persons. If a solicitor were to perform business necessary to be

transacted for the estate, and were to be paid for the performance of it, it would, the learned Chancellor said, be placing his interests at variance with the duties he had to discharge.

The matter was one, of course, which affected a large body of persons, by whom, in most cases, the trust business could be better and more conveniently done than by anyone else, but who could not afford to give the necessary time and labour gratuitously, and who were conscious, moreover, that the authors of their trust would certainly have themselves raised no objection to their being remunerated. And over and above this, there did appear to be one circumstance which made it less necessary for the court to be as strict with solicitors as with ordinary trustees. Their bills might be taxed, and if the estate lost, in any degree, the protection of the trustee, it would gain that of the taxing master. But so far from allowing this to be a reason in favour of the solicitor, the court actually took possession of it as an additional safeguard for the trust. The estate had a right, it was said, not only to the protection of the taxing master, but also to the vigilance and guardianship of the trustee, who, if he were allowed to perform the duties of a solicitor, and to be paid for them, might often find it proper to institute and carry on legal proceedings which he would not do were he to derive no emolument from them and were he to employ another person. The court, in fact, adopted and acted on the Johnsonian view of the character and propensities of an attorney.

In *New v. Jones*, as in other cases, however, the court was careful to observe that it cast no imputation upon the solicitor before it. The object was to restrain the generally wicked tendencies of the great mass of solicitors. Thus, in *Moore v. Frowd* (3 M. & C. 45), it was said that it was not because the trust estate is, in any particular case, charged with more than it might otherwise have been, but that the principle, if allowed, would lead to such consequences in general. In *Fraser v. Palmer* (4 Y. & C. 515) the court based the rule on an anxious desire for the reputation of solicitors as well as for the safety of the estate. After pointing out, in the usual way, the conflict between duty and interest that it is supposed must ensue if a trustee who was a solicitor were allowed to charge for his trouble, Baron Alderson went on to remark: "It has been said that the attorney in this case is respectable; it may be so, but it is in order that attorneys may be respectable that they sustain the loss."

It is very clear then that, as was pointed out in *Broughton v. Broughton*, the principle upon which a solicitor-trustee is debarred from receiving compensation for his trouble is not fully expressed in the maxim that a trustee is not to make a profit by his trust, but rather we must go to the reason for the maxim itself—viz., that a trustee is not to put himself in any position in which his private interests may conflict with his duty. In deciding *Craddock v. Piper* (1 M. & G. 668) Lord Cottenham did not see that this was the effect of *New v. Jones*. Starting from the principle that a trustee cannot be permitted to make a profit of his office, he pointed out that he would do this if, being a party to a cause as trustee, he were permitted, being also a solicitor, to derive professional profits from acting for himself as such party. Reviewing the cases of *New v. Jones* and *Moore v. Frowd*, he found that in these the solicitor's work in question had been done by him when he was thus acting for himself as trustee. Moreover, he found that in *Fraser v. Palmer* the solicitor-trustee had been allowed his costs in an action where he appeared for the *costis que trust*. Hence he concluded that the rule was not to be extended beyond cases where the solicitor-trustee was acting for himself in his capacity of trustee. Now, in the case before him the solicitor had acted, not only for himself, but also for his co-trustees. Since, however, it is no part of the business of a trustee to assist other parties in suits relative to the trust property, it is clear that, in acting for these latter, he was fulfilling no part of his proper duty as trustee. To a case of this kind Lord Cottenham said the rule had never been extended, and he declined to take the initiative in doing so. He seems, therefore, to have been unconscious that he was making any exception to an established rule, but rather to have thought that he had refrained from extending it. But how it can be possible to allow him (the solicitor-trustee) his costs in such a case, and at the same time approve of *New v. Jones*, it is not easy to understand, and to this inconsistency attention has frequently been called on the bench. Thus, in *Manson v. Baillie* (3 Mac. H. L. C. 80), Lord Brougham pointed out that the decision in

Craddock v. Piper had never been adopted in the House of Lords, and stated that he had great doubts of the soundness of the decision to the lengths to which it goes. So in *Broughton v. Broughton* (5 D. M. & G. 160) Lord Cranworth said that as every trustee is bound to protect the estate against improper charges, there must exist the same difficulty in principle in his acting for himself and others as in acting for himself alone. This being so, no one will be surprised to find that in the case of *Re Corsellis* Mr. Justice Kay strained every nerve to cut down the exception in *Craddock v. Piper* to its narrowest limits, though we must reserve the manner in which he did this, as well as the opposite course which the Court of Appeal felt itself bound to take, for our next article.

There are, however, two points which may properly be alluded to here. When the costs of an action are given in favour of a solicitor-trustee, the decree does not, in terms, cut them down to disbursements out of pocket, and disallow professional charges. This is a matter of the construction of the decree, and is left to the discretion of the taxing master. So it was decided in *York v. Brown* (1 Coll. 260). In *Craddock v. Piper* Lord Cottenham expressed his surprise at the practice, and made special inquiry as to whether it had been uniformly adopted. Finding that this was so, he refrained from interfering with it in any way, although he seemed to retain his opinion that the discretion was a larger one than was really warranted by the terms of the order, inasmuch as the taxing master did not really tax the costs at all, but simply disallowed them. The other point which had to be decided related to the manner of separating the solicitor-trustee's costs from those of his co-trustees. Supposing there were four trustees altogether, and the costs were £40, the amount being in no way increased by the appearance of the solicitor-trustee himself, is the £40 to be divided among the four, and £10 to be disallowed as being the costs incurred by the solicitor-trustee acting on his own behalf? It was held that such a procedure would not give him all that he is entitled to—viz., the whole costs of appearing for the co-trustees. If, however, the whole amount is at all increased by his appearing on his own behalf, then these additional costs will be disallowed.

CASES OF THE WEEK.

CALVERT v. THOMAS AND LLOYD—C. A. No. 1, 14th June.

BILL OF SALE—VALIDITY—"EXPENSES INCURRED IN RELATION TO THE SECURITY"—CONVEYANCING ACT, 1881 (44 & 45 VICT. C. 41) s. 19—BILLS OF SALE ACT, 1882 (45 & 46 VICT. C. 43) s. 9—FORM IN SCHEDULE.

Interpleader issue in which the plaintiff was a bill of sale holder and the defendants were execution creditors. The bill of sale, dated the 1st of June, 1886, was given as security for a loan, and, after conferring on the mortgagee a power of seizure and sale on default (*inter alia*) in payment, contained this clause:—"And it is hereby declared that the mortgagee shall, with and out of the moneys to arise from any such sale as aforesaid, in the first place, pay the expenses attending such sale or otherwise in relation to this security." A. L. Smith, J., held that this clause went beyond the form in the Bills of Sale Act, 1882, and that the bill of sale was void. It was contended on behalf of the bill of sale holder that this clause was practically authorized by section 19 of the Conveyancing Act, 1881, and that the majority of the full Court of Appeal in *Re Morritt* (35 W. R. 277, 18 Q. B. D. 222) had held that the power of sale in the Conveyancing Act was incorporated in the statutory form, unless otherwise excluded in any particular bill of sale. That was the view of *Re Morritt* taken by Bowen and Fry, L.JJ., in *Watkins v. Evans* (35 W. R. 313, 18 Q. B. D. 386). Section 19 of the Conveyancing Act was excluded from this bill of sale by the express power of sale given, but the clause in question was not inconsistent with the form.

THE COURT dismissed the appeal. Lord Esher, M.R., said that he desired once more to express his opinion that the Conveyancing Act was not, in any case, incorporated into the statutory form. The form was wholly inconsistent with it. His view was that all the judges of the Court of Appeal in *Re Morritt*, except Fry, L.J., were also of that opinion. What was stated by Bowen and Fry, L.JJ., in *Watkins v. Evans* was stated under a misapprehension. In this bill of sale the clause sinned against the form because it had a larger legal effect than that contained in the form; it would cover expenses incurred before the execution of the deed. LINDLEY, L.J., said that he was surprised to see that he was represented in *Watkins v. Evans* as having agreed, in the case of *Re Morritt* that the power of sale in the Conveyancing Act was incorporated in the statutory form. His view was that the Conveyancing Act applied to bills of sale until the passing of the Bills of Sale Act, 1882, but that it was impossible to introduce into the form in that Act the provisions of the Conveyancing Act. The two were inconsistent. As to this bill of sale, the latter words of the clause in question were too wide; they would enable the mortgagee to saddle the mortgagor with unknown

and oppressive charges. They would also include the cost of preparing the mortgage security. The bill of sale was, therefore, not in accordance with the form. *LOPES, L.J.*, concurred.—*COUNSEL, Potter, Q.C.*, and *Danckwerts; H. Reed, Solicitors, Gregory, Roushiffes, & Co., for R. Nicholson, Liverpool; H. Davies.*

HARSANT v. BLAINE, MACDONALD, & CO.—C. A. No. 1, 15th June.

PRINCIPAL AND AGENT—AGENT BONA FIDE DENYING TITLE OF PRINCIPAL—ACTION FOR MONEY HAD AND RECEIVED—INTEREST.

The plaintiff, who resided in South Africa, was jointly interested with a man named Lynch in 1,050 shares in the Kimberley Waterworks Co. On leaving South Africa for England he left the shares with Lynch, who shortly afterwards sent them, together with others, to the defendants, who were brokers in London, as security for a draft by him on them. He, however, directed the defendants to take the plaintiff's instructions as to what should be done with his portion of the shares. The defendants sold the shares. In November, 1882, the plaintiff applied to the defendants for the shares or the proceeds of their sale, but the defendants declined to recognize him, saying that the shares had been mortgaged to them by Lynch and that they would render an account to him. The plaintiff, after communicating with Lynch, brought this action for the proceeds of the sale of the shares, which was tried before Grove, J., who gave judgment for the plaintiff for the value of the shares. His decision was reversed in the Court of Appeal, but restored in the House of Lords, by whom the case was remitted to the Queen's Bench Division to assess the amount of the value of the shares. Grove, J., refused to entertain the question, and the plaintiff appealed from his refusal and urged that he was entitled to the present value of the shares, which had increased in value since the sale by the defendants, and also that he was entitled to interest on the proceeds of the sale.

THE COURT (LORD ESKER, M.B., LINDLEY and LOPEZ, L.J.J.) said that they would give a decision on the principle of assessment of the damages, although they would not say that Grove, J., was wrong in refusing to do so. The action had been framed and brought as an action for money had and received, and it had been fought throughout on that footing, and the damages must be assessed accordingly. To say that the plaintiff was entitled to the present value of the shares would be to treat the action as though it were one of trover for the conversion of the shares. This could not be done without amendment, and it was now too late to amend. The defendants must therefore be treated as agents of the plaintiff, and as having sold the shares by his authority, and were therefore liable to account to him for the proceeds of such sale. At common law, before the Judicature Acts, interest on such proceeds could not be recovered from such agents, but since the Judicature Act the principles of equity were to prevail. In equity, in actions for account, which were of a similar nature to such actions as this, it was clearly laid down in *Pearce v. Green* (1 Jac & W. 586) that an agent bound to pay money to a principal, but refusing to do so, was liable for interest on that money from the time of such refusal. It was no excuse that the agent entertained a *bona fide* doubt as to the title of his principal to the money. Consequently, applying that principle to the present case, the defendants must pay to the plaintiff the proceeds of the sale by them of the shares, and interest on the amount from November, 1882, at the rate of 4 per cent.—*COUNSEL, J. G. Witt; Charles, Q.C., and Bray, Solicitors, Saunders, Hawksford, Bennett, & Co.; Watley, Tilleard, & Freeman.*

NEWMAN & CO. v. PINTO & SONS—C. A. No. 2, 14th June.

TRADE-MARK—IMITATION—INJUNCTION—FRAUDULENT REPRESENTATION BY PLAINTIFF.

This was an appeal from a judgment of Kekewich, J., granting an injunction to restrain the defendants from imitating the plaintiffs' trade-mark and labels. The plaintiffs carried on business in London as manufacturers and importers of cigars and tobacco, and in 1883 had registered (under the Trade-Marks Registration Act, 1875) a trade-mark containing the words "La Puresa," with a design or picture. Each of their cigar boxes was stamped on the lid with the word "Habana," surrounded by an ellipse containing the words "La Puresa—Ramon Romuado," and also contained an inside label with the word "Habana" at the foot of a picture. An additional label contained the signature "Ramon Romuado," together with shields of Spain and the Havannah. The similarity of the defendants' labels to those of the plaintiffs was admitted, but the right of the plaintiffs to protection was disputed mainly on the ground that their trade-mark contained a fraudulent representation that the cigars sold by them were made at the Havannah, whereas, in fact, the cigars sold under this label were manufactured at Bremen from Mexican tobacco, and it was urged on the authority of *Wood v. Lambert* (32 Ch. D. 247, 30 *Solicitors' Journal*, 200), that the plaintiffs had by their own fraud forfeited all right to protection for their trade-mark. Kekewich, J., held that the word "Havannah" having been in common use in the trade for at least twenty-five years for cigars, wherever they came from, and this fact being well known both to the trade and to customers, there had been no fraud, and *Wood v. Lambert* did not apply, and consequently that the plaintiffs were entitled to an injunction, an account, and the costs of the action.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.J.J.) reversed the decision, and dismissed the action. COTTON, L.J., said that the mark had been used by the plaintiffs in connection only with boxes of cigars which they imported from Bremen; the purpose for which it was used being to protect them in the sale of cigars in boxes so marked and labelled. It must be assumed that the plaintiffs had given directions to their correspondents in Bremen as to the use of the mark, and, in his

opinion, the plaintiffs were not entitled to be protected in the use of the mark. It was admitted that the cigars, if made of Havannah tobacco, were not made at the Havannah, but at Bremen, and therefore were not genuine Havannah cigars in the proper sense of the term. Was there, then, a representation, or anything amounting to a representation, that the cigars contained in these boxes were cigars made in the Havannah? To answer this question not only the labels affixed to the boxes, but the stamp impressed on the boxes—the whole box, in fact—must be looked at. That stamp contained the words "La Puresa," "Habana," and "Ramon Romuado." It was said that "Habana" merely indicated that the cigars were made up in the particular shape and size which had come to be known as Havannah cigars. But there were also the words "La Puresa," which was an old Havannah brand, though it was said to be now no longer in existence, and "Ramon Romuado." There was no manufacturer of cigars at the Havannah known under that name. Why, then, was the name used, except that it was a name which would strike everyone as being the name of a Spaniard? Then there was also something which purported to be the signature of this "Ramon Romuado" written on the label, as if to denote that he was in some way connected with the manufacture of the cigars. It was said that everybody in the cigar trade did the same, or much the same, in reference to labels for cigar boxes. But, in his lordship's opinion, even if that were so, it afforded no justification to the plaintiffs, who, having made up their cigars in boxes containing untrue representations, came to the court for protection against infringement. The proper course for a court of law, and still more for a court of equity, was to refuse to protect any person who sailed under false colours. These cigar boxes, when looked at as a whole, contained what amounted to a representation that the cigars in them were manufactured by a person whose name appeared on the lid and label at a particular place, the Havannah, which was not the place where they were really manufactured. The mere fact that there were other persons in the trade who made the same attempt to impose upon the public did not authorize the court to interfere in a case like this, where there had been a false representation as to the origin and manufacture of the article sought to be protected. The action ought to have been dismissed, without costs, but the defendants would have the costs of the appeal. BOWEN, L.J., entirely concurred. Why should there have been this elaborate concatenation of pictorial lies except for the purpose of deceiving the public? No reasonable or honest purpose could be suggested. FRY, L.J., concurred.—*COUNSEL, Aston, Q.C., and John Culler; Warmington, Q.C., and Sebastian, Solicitors, James Curtis; W. H. Roberts.*

Re ROBERTS, EVANS v. THOMAS—Kay, J., 11th June.

BILL OF SALE—REGISTRATION—MEMORANDUM OF SALE IN AUCTIONEER'S BOOK—BILLS OF SALE ACT, 1878 (40 & 41 VICT. c. 31), s. 4.

In this case a stack of hay had been knocked down to R. Williams, at a sale by auction of farm produce, for £40, one of the conditions of sale being that a purchaser was to have six months' credit. No money was paid, and the hay was left on the vendor's farm, but an entry of the sale to Williams was made by the auctioneer's clerk in his book, specifying the lot and price and purchaser's name, so as to prevent the sale being void under section 17 of the Statute of Frauds, relating to contracts for the sale of goods for the price of £10 and upwards. Before the six months had expired, the hay was seized under a *f. fa.* on a judgment against the vendor, and being claimed by Williams, the sheriff interpleaded. The execution creditor contended that the entry in the auctioneer's book ought to have been registered as a bill of sale under the Act of 1878, being an "assurance" within section 4, for without it the purchase could not be enforced. The claimant contended that there had been a constructive delivery of the hay to him, and that it passed to him by the sale, and not by the entry, which was merely evidence of the sale, *Marsden v. Meadows* (29 W. R. 816, 7 Q. B. D. 80).

KAY, J., held that the claim failed. There was no receipt of the hay, nor of any part of it by the purchaser, so as to make the vendor bailee of it for him, and the case was clearly within the mischief intended to be prevented by the Bills of Sale Act, for the hay remained in the apparent possession of the vendor within the very words of section 4. Whatever might be the meaning of the term "assurance" in that section, there could be no doubt that a written memorandum, which was not merely evidence of the transaction, but without which the transaction of sale and purchase was void, must be a document of title which could properly be called an assurance. The case was to be distinguished from one in which the sale would be valid and complete without the memorandum.—*COUNSEL, H. Tynal Atkinson; F. Marshall; and H. Terrell, Solicitors, Bolton, Robbins, & Bush, for O. Owen, Pwllheli; Rushon, for D. L. George, Cricketh; Rooks & Sons, for C. A. Jones, Carnarvon.*

Re BRIDGE, FRANKS v. WORTH—Kay, J., 9th June.

PRACTICE—JURISDICTION—ORIGINATING SUMMONS—TRUSTEES OF WILL—DEFENDANT CLAIMING AGAINST THE WILL—R. S. C., 1883, LV., 3 (A.), (x.)

This was an originating summons, under ord. 55, r. 3, by trustees of the will of Ann Bridge, asking that it might be "determined in what manner they should deal with certain freehold messuages . . . purported to be devised by the said will, and with a certain indenture of release dated the 31st of July, 1800, which is believed to deal with the said messuages, and which is now in their possession." The defendants were H. Worth, who claimed the property under the release, and the residuary legatees under the will, some of whom were infants. The testatrix devised the property, under the belief that it was her's in fee simple, to trustees on trust for sale and to pay debts. The indenture of

1800 had been recently discovered, and under it the testatrix appeared only to have been entitled as tenant in tail of the property. If the property did not pass under the will the legacies would have to abate. The defendants did not object to having the question determined on the summons.

KAY, J., said that the court had no jurisdiction to decide on an originating summons under ord. 55, r. 3, a question of this kind between the trustees and an adverse claimant and infants, and dismissed the summons, with costs.—COUNSEL, Carson; A. A. B. Terrell; Upjohn. SOLICITORS, Cobbold & Woolley, for Cobbold, Sons, & Rouse, Ipswich; Rawlinson & Upjohn.

Re WHISTLER AND RICHARDSON—Kay, J., 8th and 9th June.

VENDOR AND PURCHASER—EXECUTOR—LEASEHOLDS—INQUIRY AS TO EXISTENCE OF DEBTS—POWER OF EXECUTOR TO SELL LEASEHOLDS 20 YEARS AFTER TESTATOR'S DEATH.

S. H. Davis bequeathed all his leaseholds to his daughter Maria upon trust to pay an annuity, and, after giving several legacies, gave the residue, subject to debts, &c., to his said daughter, and appointed her sole executrix. He died on the 28th of March, 1867. Some of the leaseholds were underlet, and had recently formed the subject of ejectment proceedings by the executrix; a compromise was effected, and the occupier agreed to buy the leaseholds. The agreement was dated the 16th of March, 1887, and by it the price was to be fixed by a valuer, which was done, but not till after the 28th of March, 1887. The purchaser insisted that after such a lapse of time the executrix could not sell as such without shewing that there were in existence debts of the testator.

KAY, J., said that the requisition was unreasonable. The rule in *Re Tanqueray-Williams & Landau* (30 W. R. 801, 20 Ch. D. 465) did not apply to an executor selling leaseholds bequeathed to him by the will. There was nothing to show that the executrix had assented to the legacy, or taken possession as legatee. The law gave her the right to deal with assets in her hands, and there was no authority for saying that that power ceased after twenty years. But if that case did apply, yet this case would not fall within the rule; for as soon as the price was fixed, the contract was complete and operated from the date when it was made, which was twelve days less than twenty years from the testator's death. Summons dismissed with costs.—COUNSEL, R. Ford; J. M. Stone. SOLICITORS, Joseph Harwood; Stones, Morris, & Stone.

ATTORNEY-GENERAL v. MAYOR, &c., OF BLACKBURN—Chitty, J., 10th June.

MUNICIPAL CORPORATIONS ACT, 1882, s. 15, SUB-SECTION 4; ss. 140, 141—MISAPPLICATION OF BOROUGH FUND.

In this case the plaintiffs and relators, being ratepayers of Blackburn, complained of certain resolutions on the part of the corporation of the town for the application of moneys from the borough fund to the purposes of the local celebration of the Queen's Jubilee, and moved for an interim injunction. Since the institution of the action the corporation had rescinded the resolutions and passed others to the effect that, pursuant to section 15, sub-section 4, of the Municipal Corporations Act, 1882, the sum of £700 should be paid to the mayor by way of remuneration, and that the mayor be requested to take such steps as he might deem proper for the due celebration of the Jubilee. The plaintiffs alleged that such resolutions were an evasion of the Act, and were passed for the purpose of misapplying the borough fund in pursuance of the intention disclosed by the original resolutions.

CHITTY, J., said that to speak of an evasion of an Act of Parliament was a fallacious expression. An Act was either complied with or disobeyed; it was not evaded. The Act of 1882, s. 15, sub-section 4, said that the mayor of a corporation might receive such remuneration as the town council should think reasonable. Section 140 said that such remuneration should be paid out of the borough fund, and section 141, sub-section 2, provided that any order of the council for payment out of the borough fund might be removed into the Queen's Bench Division by writ of *certiorari*, and might be wholly or partly disallowed or confirmed by the court according to its judgment or discretion. It was possible that the Legislature, when granting to the Queen's Bench a discretionary power, had in its contemplation the desirability of allowing extraordinary expenditure, if such expenditure were deemed reasonable. However, be that as it might, the plaintiffs had not shewn upon the motion any case of the town council having by its resolutions said one thing when in truth it meant another, or having done anything irregular under the Act of 1882; and it was not therefore a case for an interlocutory injunction.—COUNSEL, Sir A. Watson, Q.C., and Methold; Romer, Q.C., and W. D. Rawlins. SOLICITORS, Bolton, Robbins, Busk, & Co., for W. E. L. Gaine, Town Clerk, Blackburn; Blackford, Riches, & Wood, for Darley & Crossley, Blackburn.

EDMONDS v. BLAINA FURNACES CO.—Chitty, J., 15th June.

COMPANY—DEBENTURE—MORTGAGE OF CHATTELS—BILLS OF SALE ACT, 1882, s. 17.

In this case the question arose whether a memorandum of agreement between a company and certain mortgagees named therein, charging in favour of persons named the undertaking, property, and effects of the company, and containing a covenant on the part of the company for repayment of the sum charged, *pari passu*, amongst the persons named should have been registered as a bill of sale, or was exempt from such registration as being a debenture of an incorporated company within the saving clause (section 17) of the Bills of Sale Act, 1882.

CHITTY, J., said that there was no legal definition of the term debenture. But looking at the terms of the document in question, he was of opinion that it came within what was usage in legal diction styled a debenture.

It was, moreover, required to be registered under the Companies Act, 1862. It was not an essential feature in a debenture that it should bear a serial number. He had known a debenture of a company to be made in favour of a single mortgagee. He considered that the present document was within the saving clause of the Bills of Sale Act, 1882.—COUNSEL, Romer, Q.C., and C. A. Jones; Ingle Joyce and R. J. Parker; Vernon R. Smith. SOLICITORS, Clements; C. A. Clulow.

Re HERMANN LOOG (LIM.)—North, J., 10th June.

COMPANY—WINDING UP—RESTRAINING ACTION AGAINST COMPANY—SOLICITOR—COSTS IN WINDING UP—ARRESTMENT OF ASSETS IN SCOTLAND—COMPANIES ACT, 1862, ss. 87, 122.

The above company was in liquidation in England under an order of the Chancery Division. It had some assets in Scotland, and the solicitors of the official liquidator in England appointed a solicitor in Glasgow their agent in Scotland to assist in getting in the assets in that country, upon the terms that the English solicitor should not be personally liable for his remuneration, but that he should look only to the company's assets for payment. The Scotch solicitor performed some services in getting in assets of the company in Scotland, and he then commenced proceedings against the liquidator in the Court of Session for his remuneration, and his bill of costs was taxed, and he obtained an order for the arrestment of some moneys which formed part of the assets, and which were in the hands of an auctioneer and in a bank. The liquidator moved for an injunction to restrain the Scotch solicitor from taking or continuing any proceedings in Scotland in respect of his bill of costs. An opinion was given by a Scotch advocate to the effect that, by the law of Scotland, a solicitor who had been employed by an English client, whether a private individual or an official liquidator, was entitled to found jurisdiction by arresting funds belonging to his client, and thereafter to raise an action against him in the Scotch courts for payment of his business accounts. After founding jurisdiction and raising an action in Scotland against an official liquidator resident in England, a solicitor was (the advocate said) entitled, according to the law of Scotland, to arrest in security of his debt and stop in Scotland all funds and property in that country belonging to his client.

NORTH, J., held that the Scotch solicitor must be restrained from arresting the assets. He was no more entitled to attach the assets than an English agent employed for a similar purpose in England would have been entitled to bring an action against the company for his remuneration. The solicitor would, of course, be paid in the winding up what was due to him, but he could not be allowed to attach the assets.—COUNSEL, Cookson, Q.C., and Emden; Haldane. SOLICITORS, Goldberg & Langdon; Barnard & Co.

Re THE BRITON LIFE ASSOCIATION—North, J., 11th June.

LIFE ASSURANCE COMPANY—TRANSFER OF BUSINESS—CONFIRMATION BY COURT—NOTICE TO POLICY-HOLDERS—LIFE ASSURANCE COMPANIES ACT, 1870 (33 & 34 VICT. c. 61), s. 14.

This was a petition by a life assurance company and its directors for the confirmation by the court of a conditional agreement which had been entered into for the sale and transfer of the life policies and annuity contracts of the company, and the goodwill of their business, to another life assurance company. Section 14 of the Life Assurance Companies Act, 1870, provides that no such company shall transfer its business to another unless such transfer is confirmed by the court. An application to the court for confirmation is to be made by petition, and "before any such application is made to the court a statement of the nature of the transfer, together with an abstract containing the material facts embodied in the agreement or deed under which such transfer is proposed to be effected, and copies of the actuarial or other reports upon which such agreement or deed is founded, shall be forwarded to each policy-holder of the transferred company, by the same being transmitted in manner provided by section 136 of the Companies Clauses Consolidation Act, 1845, for the transmission to shareholders of notices not requiring to be served personally. The court shall not sanction any transfer in any case in which it appears to the court that policy-holders representing one-tenth or more of the total amount assured in any company the business of which it is proposed to transfer, dissent from such transfer." In the present case a few of the policy-holders of the company whose business was to be transferred resided in Canada, and on the hearing of the petition it appeared that the notice required by section 14 had been given to each of the English policy-holders, but that no notice had been given to the Canadian policy-holders. Under these circumstances,

NORTH, J., held that he could not confirm the transfer. He said that, his jurisdiction being purely statutory, the provisions of the statute must be strictly followed. It would not be sufficient to produce consents from the Canadian policy-holders to the registrar before the drawing-up of the confirmation order. The petition must stand over, with liberty to amend. But, if the proper notices should have been given to the Canadian policy-holders before the hearing of the amended petition, he should hold that the requirement of section 14, that the notices to the policy-holders should be given "before any such application is made to the court," had been complied with.—COUNSEL, Cozens-Hardy, Q.C., and Phipson Beale; F. R. Y. Radcliffe. SOLICITORS, Davidson & Morris; Radcliffe, Cater, & Martineau.

Re SOMERSET—North, J., 13th June.

APPOINTMENT OF NEW TRUSTEES—JOINT POWER TO HUSBAND AND WIFE—JUDICIAL SEPARATION—ABSENCE OF HUSBAND ABROAD—"INEXPEDIENT OR DIFFICULT"—TRUSTEE ACT, 1850, s. 32.

This was a petition by the wife and the other persons beneficially

entitled under a marriage settlement, for the appointment by the court of two new trustees of the settlement in the place of one trustee who was dead and another who desired to retire. The settlement contained a power of appointing new trustees, which was exercisable by the husband and wife during their joint lives. The wife had obtained a judicial separation on the ground of the husband's misconduct, and he had since gone to, and was still residing, in Australia. He had been adjudicated a bankrupt, and the wife had, by means of money belonging to her for her separate use, purchased from the trustee in the bankruptcy the husband's reversionary life interest in the settled property. Section 32 of the Trustee Act, 1850, provides that, "whenever it shall be expedient to appoint a new trustee or new trustees, and it shall be found inexpedient, difficult, or impracticable so to do without the assistance of the Court of Chancery, it shall be lawful for the said Court of Chancery to make an order appointing a new trustee or new trustees, either in substitution for or in addition to any existing trustee or trustees."

NORTH, J., held that, under the above circumstances, section 32 applied, and that he had jurisdiction to appoint new trustees. He accordingly made the appointment.—COUNSEL, *Napier Higgins, Q.C.*, and *W. R. E. Barker; R. Marrack*. SOLICITORS, *Guscott, Wadham, & Daw.*

Re ARNOLD—North, J., 11th June.

R. S. C., 1883, LV., 2 (2)—PAYMENT OUT OF COURT—PETITION OR SUMMONS—COSTS—SECURITY NOT EXCEEDING £1,000 NOMINAL VALUE.

This was a petition asking that a sum of £447 Bank of England Stock, which was in court, might be sold, and the proceeds of sale paid to the trustees for the purposes of the Settled Land Act, 1882, of a settlement of land made by a will. The stock represented the purchase-money of a part of the settled land which had been taken by a local board under their statutory powers. The Lands Clauses Consolidation Act, 1845, was incorporated with their special Act. The money had been invested under an order of the court. The petition asked that, in accordance with section 80 of the Lands Clauses Consolidation Act, the local board might pay the costs of the petition. On behalf of the board it was objected that, under the above rule, the nominal value of the stock being less than £1,000, the application ought to have been made by summons in chambers, and that they ought not to be required to pay more than the costs of a summons.

NORTH, J., said that in this particular case he thought that, if the application had been made by summons, the chief clerk would have required a written statement of the facts which would have been equivalent to a petition, and that practically the costs would have been the same. He declined, therefore, to give any special direction as to the costs. But it was important that petitions should not be presented unnecessarily, and, if in any case he could see that the costs had been substantially increased by the presentation of a petition, he should direct that only the costs of a summons should be allowed.—COUNSEL, *Dunning; Swinfen Eady*. SOLICITORS, *Merediths, Roberts, & Mills; Robins, Burges, & Co.*

Re PEREIRA—Q. B. Div., 10th June.

BARRISTER—ADMISSION TO PRACTISE—SIGNING THE ROLL.

Honn Collins, Q.C., asked for an expression of the opinion of the court under the following circumstances. A gentleman named Pereira, who had been called to the bar in this country by one of the Inns of Court, but had omitted after his call to sign the roll in this court, had lately gone out to Ceylon to practise in the Supreme Court there. By an ordinance in force in that colony it is provided that any person shall be eligible to be admitted as an advocate who has been admitted as a barrister in one of the superior courts in England or Ireland. An objection having been raised to Mr. Pereira's practising in Ceylon, on the ground of his not having signed the roll, the Chief Justice there held that he was not eligible to be admitted as an advocate, inasmuch as he could not be deemed to have been admitted as a barrister in England until he had signed the roll. It was submitted that the practice of signing the roll by newly-called barristers, though it was still followed in some instances, had become unnecessary since the Promissory Oaths Act, 1868 (31 & 32 Vict. c. 72). There was no doubt that the court in Ceylon would follow any opinion expressed by this court.

THE COURT (LORD COLERIDGE, C.J., and DENMAN, J.) said that they were informed by the Master that, after the passing of the Promissory Oaths Act, the question of signing the roll had been brought to the notice of Cockburn, C.J., and he considered it was no longer necessary. In that opinion their lordships concurred. The signing of the roll seemed to have been a mere authentication of the oath which was then necessary to be taken. And when the oath was abolished the signing became unnecessary. Moreover, the power of calling to the bar of England was in the hands of the Inns of Court; and when a person had been called to the bar by an Inn of Court, his admission to the bar was complete, the judges giving audience to persons who were so called. Therefore, in any view, the signing of the roll could not be considered to be a part of the admission to the bar, and this gentleman ought, undoubtedly, to be deemed to have been admitted as a barrister in this court.

BANKRUPTCY CASES.

Ex parte LINDSEY, *Re* BATES—Q. B. Div., 8th June.

BANKRUPTCY NOTICE—STAY OF EXECUTION—INTERPLEADER ORDER—FORMAL DEFECTS—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (g).

This was an appeal from a decision of the registrar of the Banbury

County Court dismissing a bankruptcy notice on the ground that the judgment on which such bankruptcy notice was issued had been stayed. Section 4, sub-section (1), of the Bankruptcy Act, 1883, provides that a debtor commits an act of bankruptcy (g) if a creditor has obtained a final judgment against him for any amount, "and execution thereon not having been stayed," has served on him a bankruptcy notice, with the terms of which the debtor fails to comply. In the present case judgment was recovered against the debtor on January 14, 1887, for the sum of £446. A *fi. fa.* was issued, and the sheriff attempted to seize, but the property was claimed by a third party. The sheriff interpleaded, and by the interpleader order, upon payment of £30 into court by the claimant, the sheriff was directed to withdraw. A bankruptcy notice was subsequently issued against the debtor, but was set aside by the registrar on the ground that what had taken place operated as a stay within the meaning of section 4, sub-section 1 (g). The creditor now appealed, and on his behalf it was urged that in any event the levy was for only £20, which could not act as a stay of execution for £446; and if there had been other property in the bailiwick the sheriff might have levied on that for the balance. For the debtor it was argued that the present case fell within the decision given in *Ex parte Ford* (18 Q. B. D. 369). Two other points were also raised on the appeal (1) That the bankruptcy notice was invalid by reason of the name of the creditor being omitted in the heading to it, which was left simply "*Ex parte* —," and (2) that the bankruptcy notice claimed the whole amount of the debt—viz., £446—whereas in any event there had been a stay as to £20.

THE COURT (MATHEW and CAVE, JJ.), allowed the appeal with costs here and below. MATHEW, J., said that in any event the judgment had not been stayed except as to £20, and it was the duty of the sheriff, if there had been other goods in the bailiwick, to levy for the balance. The case of *Ex parte Ford* was distinguishable. There the whole amount of the judgment debt had been levied; the creditor was not in a position to issue another *fi. fa.*; and the sheriff was not in a position to proceed on other goods. The other two objections raised on behalf of the debtor on the appeal appeared very much to belong to that class of formal defects which were met by section 143 of the Bankruptcy Act. As to the first a blank had been left in the title of the bankruptcy notice and the name of the applicant omitted. But in other respects the notice was correct. It was sued out by the creditor in person, and there was a complete intimation on the face of it as to who the creditor was. The objection was a purely formal one, as was also the second which was raised, that the notice claimed the whole amount, whereas at any rate execution had been stayed as to £20. No substantial injustice had been done, and it was a defect which the court was in any case bound to correct. CAVE, J., said that care must be taken not to apply the somewhat strong language used in the case of *Re Hodges* (8 Ch. 204) to different circumstances in such a way as to make section 4, sub-section 1 (g), of no effect. In that case a debtor summons was taken out in the name of the secretary of a limited company, for a debt due to the company, and it was held that the summons was irregular. In the present case the proper person took the proceedings against the proper person and in the proper manner. The defect was little more than a clerical error, and to allow such an objection to succeed would be most dangerous. The clause was intended to be worked, and that would not be working it.—COUNSEL, *E. Cooper Willis, Q.C.*; *Beddall*. SOLICITORS, *Gamlen, Burdett, & Woodhouse; J. Evans.*

CASES AFFECTING SOLICITORS.

Re G. CASTLE—Kay, J., 8th June.

PRACTICE—TAXATION OF COSTS—OBJECTIONS—REVIEW OF CERTIFICATE—SUMMONS—JURISDICTION—R. S. C., 1883, LXV., 27 (39, 41).

An order was made that a solicitor should deliver a bill of costs and cash account, and that the same should be taxed without disturbing any settlement already made. The taxing master certified that there had been a settlement in 1881, and that all the subsequent costs had been since recovered. No objections to taxation had been carried in, but the solicitor took out a summons to vary or discharge the certificate, on the ground that the master had misunderstood the order.

KAY, J., said that the court had jurisdiction to make the order asked by the summons: *Sparrow v. Hill* (29 W. R. 490, 7 Q. B. D. 362, 8 Q. B. D. 429) was a distinct authority that it was not necessary to carry in objections where the ground for reviewing the certificate went to the whole of the findings, and where there had been no actual taxation at all.

On the merits his lordship dismissed the summons without costs, and ordered the client to pay all the costs of the reference.—COUNSEL, *Marten, Q.C.*, and *W. D. Rawlins; E. Beaumont*. SOLICITORS, *G. Castle; Saxelby & Faulkner.*

BLAIR & GIRLING v. CORDNER—City of London Court, 9th June.

INTEREST ON UNPAID BILL OF COSTS—GENERAL ORDER UNDER SOLICITORS' REMUNERATION ACT, 1881, CLAUSE 7.

The action was brought by Messrs. Blair & Girling, solicitors, to recover from Mr. W. J. Cordner £1 1s. 2d., being interest at the rate of 4 per cent. on a bill of costs. The plaintiffs' bill of costs had been sent in last year; an order for taxation was obtained on January 3 last, and the bill was taxed on March 30. The plaintiffs now claimed interest at 4 per cent. on the amount of the bill from one month after the time of delivery to payment. It was submitted that this charge was authorized by the Remuneration Order, clause 7. It was urged on behalf of the defendant that the taxing master's order was that the money due on the bill should be paid within twenty-one days from March 30, and that that order was complied with.

Mr. Commissioner KERR said he thought that under the General Order interest could be charged as claimed, and he must therefore find for the plaintiffs, but he would give leave to appeal; and as the matter was one of great importance to the public as well as solicitors, he would give costs on the higher scale.

SOLICITOR STRUCK OFF THE ROLLS.

10th June—ALFRED GARDNER HASTINGS.

SOLICITOR RESTORED TO THE ROLLS.

13th June—AUGUSTUS HENRY MAULE.

[Order of 20th April, 1887 (*ante*, p. 411), rescinded, on rehearing, by Field and Manisty, JJ.]

COUNTY COURT PRACTICE.

McHARDY v. LIPTROTT—Q. B. Div., 10th June.

APPEAL FROM COUNTY COURT—REFUSAL OF COUNTY COURT JUDGE TO ALLOW NEW TRIAL.

The question in this case was whether there is an appeal from the refusal of a county court judge to grant a new trial. At the trial, which took place before the judge of the county court of Lancashire and a jury, a verdict was found for the defendant. The plaintiff applied to the judge for a new trial, on the ground of misdirection, which was refused. The plaintiff now moved by way of appeal from that refusal. The court called attention to the question whether an appeal lay, and referred to the case of *Morris v. Lowe* (34 W. R. 45). On behalf of the plaintiff it was contended that an appeal lay, and *Foster v. Green* (30 L. J. Ex. 263), was cited in support of that contention.

THE COURT (LORD COLERIDGE, C.J., and DENMAN, J.) held that there was no appeal. The plaintiff might have appealed to this court in the first instance, but he chose to take his chance of obtaining a new trial from the county court judge himself, and as a general rule double appeals were objectionable. There was a difference between this case and *Foster v. Green*, for there the county court judge expressly reserved leave to the plaintiff to move for a new trial.—COUNSEL, *G. S. Bower*. SOLICITOR, *H. L. Riley*, Warrington.

[See *Wilton v. Leeds Forge Valley Co.* (32 W. R. 461). A similar decision was given by DAY and WILLS, JJ., in a case of *Jacob v. Dawkes* on the 13th inst.]

BLACKWELL v. GREAT EASTERN LAND AND BUILDING CO.—Q. B. Div., 13th June.

TRANSFERRED INTERPLEADER ACTION—APPEAL—COUNTY COURT RULES, 1886, ORD. 33, R. 10.

This was an interpleader action which had been transferred to the county court under section 17 of the Judicature Act, 1884. The defendants appealed against the county court judge's decision as to the validity of a bill of sale affecting the goods in question. Counsel for the plaintiff took the preliminary objection that, by ord. 33, r. 10, of the County Court Rules, 1886, an interpleader so transferred is to be tried in such manner and under such conditions as may be prescribed by the order directing such transfer. The order in this case simply directed the action to be tried. It had been so tried and adjudicated upon, and no further steps could be taken without leave from the court which transferred the action.

THE COURT (DAY and WILLS, JJ.) held that the ordinary right to appeal on points of law could not be affected by the terms of any order of transfer, and that the objection did not lie.—COUNSEL, *Ross-Innes*.

On Saturday evening the Faculty of Advocates in Edinburgh dined together in the hall of the Parliament House in honour of the Queen's Jubilee. Among others present were the Lord Justice General Inglis, the Lord Provost of Edinburgh, the Earl of Stair, and several of the Lords of Session.

In delivering judgment in a case on Tuesday, Mr. Justice Manisty said that the course now pursued with regard to administering interrogatories, would be ruinous to the bar, as it would drive the best business out of the courts of justice. The merchants of London were so disgusted with what they had to do, and the time they had to give up if they entered into litigation, that they would not try their cases in a court of justice. A system had grown up which was utterly destructive to the administration of justice and to the interests of the bar, and the result had been a system of arbitration. He was speaking from information when he said that merchants would rather have the decision of a court of justice than go to arbitration, but they would not subject themselves to this intolerable system of being worn to death by interlocutory applications and appeals without end. This system had done an immense deal of harm to the community at large and to the merchants themselves, who owned that they were suffering great injustice, but would rather suffer it than be subjected to such a system. He did not know whether the bar would take this into consideration, and exercise their common sense, reason, and right feeling; but if there was not a great alteration, either by compulsion, or by the bar taking it into their own hands, there would be such a wind up as regarded the whole administration of law in civil cases in the City of London and Middlesex as was never yet witnessed. He had made these observations in the hope that they would have some effect. He should do his best in chambers to prevent such a system as that which had become almost intolerable from continuing.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

ANNUAL FESTIVAL.

The twenty-seventh anniversary festival of the Solicitors' Benevolent Association was held on the 9th inst. at the Whitehall Rooms of the Hotel Metropole, Mr. E. J. Barnrow taking the chair. Among the guests were Mr. W. J. D. Andrew, London; Mr. E. Arnold, Chichester; Mr. Geo. Wm. Barnard, London; Mr. G. Beetham Batchelor, London; Mr. John Batchelor, Greenwich; Mr. H. C. Beddoe, J.P., Hereford; Mr. Herbert Bentwitch, LL.B., London; Mr. C. Stockdale Benning, Dunstable; Mr. Wm. Frank Blandy, Reading; Mr. T. Dolling Bolton, M.P., London; Mr. G. L. Bristow, London; Mr. W. Beriah Brook, London; Mr. H. Morten Cotten, London; Mr. W. Craven, Leeds; Mr. Grantham B. Dodd, London; Mr. John Graham, Durham; Mr. George Burrow Gregory, London; Mr. W. Harper, President Bury Law Society; Mr. W. Hodgkinson Guest, Manchester; Mr. Samuel Harris, Leicester; Mr. Edwin Hedger, London; Mr. Thos. Jas. Hooper, Biggleswade; Mr. Thomas G. Hyde, Worcester; Mr. A. W. Knott, Worcester; Mr. John Lewis, Wrexham; Mr. John Mackrell, London; Mr. H. Markby, Vice-President Incorporated Law Society; Mr. Henry O'B. O'Donoghue, President Bristol Law Society; Mr. R. Pennington, London; Mr. T. J. Pitfield, London; Mr. J. S. Purcell, London; Mr. R. T. Richardson, Barnard Castle; Mr. F. L. Rooke, London; Mr. J. Anderson Rose, London; Mr. Wm. Smail, Bedford; Major-General Annerley Smith; Mr. Sidney Smith, London; Mr. Henry Sowton, London; Mr. Edwin T. Tadmam, London; Mr. James Tassell, Faversham; Mr. Arnold Trinder, London; Mr. G. Braish Wheeler, London; Mr. F. T. Woolbert, London; Mr. James Thomas Scott, secretary, &c., &c.

The CHAIRMAN, in proposing the toast of "The Queen," said the toast should be received with the utmost loyalty in an assembly of lawyers, not only because they were a constitutional body, but because they regarded the Queen as the foundation of that law and justice they were in the habit of administering, and especially because they regarded her Majesty as embodying those royal and domestic virtues and those womanly characteristics which had won for her the affection and respect of the nation. But in this special year, when they were celebrating the Jubilee of a most auspicious reign, they, as lawyers, would receive the toast with more than ordinary enthusiasm, for certainly the period covered by her Majesty's reign was one which they might regard with special satisfaction. It had been preeminently a time of legal reform. During the last fifty years the criminal laws had been humanized, the land laws had been simplified, the rights of conscience had been recognised, the representation of the people had been extended; and with regard to these great reforms it was not too much to say that, while many of them had been originated by lawyers, every one of them had had the cordial consent and co-operation of the legal profession.

The toast having been honoured with the customary loyal enthusiasm,

The CHAIRMAN gave the toast of "The Prince and Princess of Wales, and the other members of the Royal Family." He then proposed the toast of "The Incorporated and other Law Societies in England and Wales," observing that really, when he looked around at the audience which he had the honour of addressing, it seemed very much as if we were proposing to drink "Our Noble Selves," for he could scarcely suppose that there was any solicitor present so unmindful of the interests of his profession that he did not belong to one or other of the law societies. However, in proposing the toast, he hardly thought it necessary to remind them what great advantages solicitors had obtained from having a legally-recognised head, not only on account of the advantage it had given to them in point of status, but also as regarded their material interests. The Incorporated Law Society, which was their recognised head, took charge of the candidate for admission to their ranks from the earliest moment. It took care that he had a certain amount of liberal education, such as became a man who was about to enter upon a learned body, and it afterwards took charge of the profession generally, taking care that no one member by any unworthy conduct brought discredit upon the whole body. And it not only did this, but, in connection with the other law societies, it took charge of and watched over all new and proposed legislation. It frequently received advice and assistance from the local law societies, and offered suggestions which were always received with respect by those to whom was intrusted the making of our laws. He might say that it was impossible almost to over-estimate the advantage which accrued to them as a general body from this connection between the central parent society and the various branches, affording as it did an opportunity for a great deal of advice and assistance from the country upon points with which the country solicitors were often much better acquainted than they were in town, and at the same time affording opportunity for concerted action in cases in which some combined effort was necessary. He did not think he need point out to them how great a step the profession had made in point of status and general position during the fifty years which had been covered by her Gracious Majesty's reign. Any of them who could carry their memory back some fifty years, or had made themselves acquainted with the literature of that period, could quite understand what a great step had been made, and he believed that, to a large extent, the improvement which had been effected in their position had been due to the efforts of the Incorporated Law Society and to the various country law societies which exercised such a beneficial interest in the localities in which they were placed. He would ask them, for instance, did they think that fifty years ago the solicitors could have held gatherings, either for festive or consultative purposes, such as had been held during the last few days under the auspices of the Incorporated Law Society? And now he should

say that the members of that society—dealing more especially with the object of their meeting here—had always been amongst the strongest and best supporters of the Solicitors' Benevolent Association. The president of the Incorporated Law Society had been prevented, quite at the last moment, from being here this evening. The vice-president had shewn his interest in it by attending, and they had with them the presidents of several local law societies in England and Wales, and he would associate with the toast the names of Mr. Henry Markby, Vice-President of the Incorporated Law Society, and Mr. H. O'Brien O'Donoghue, President of the Bristol Law Society.

Mr. MARKBY, in returning thanks, said that he much regretted the compulsory absence of the president of the Incorporated Law Society. He must confess that he felt—and he hoped it was laudable to do so—a very great pride in occupying the position which he now did through the favour of his professional brethren, being as he was the vice-president of the Incorporated Law Society, and thus he not only enjoyed that honour, but he had also the honour of returning thanks for the society; but the toast might have been more worthily acknowledged by Mr. Gregory, who was present, and whose labours in and out of Parliament in the cause of his profession would never be forgotten. Or he might instance the chairman of the evening, who, had it been possible for him to respond, would have been, he was sure, most welcome to them, and whose assiduous and able labours when he was president of the Incorporated Law Society would never be forgotten by those who had the pleasure of being members of the council when he occupied that position. Speaking as a member of the Council of the Incorporated Law Society, he (Mr. Markby) was not there to express any doubt that success had not attended their efforts. And the reason was not far to seek. They had endeavoured to move in harmony with the wants and requirements of the public whilst they had tried to protect the interests of the profession to which they had the honour to belong. That profession was a laborious one. Its members had very grave interests confided to their care, and they worked under a sense of great responsibility. But following, as he believed, the traditions of the society, and accepting the mandate which they understood they had received from the members, the council did not put the interests of solicitors in the forefront, but they tried to look at questions all round and to adapt themselves to the requirements of the public. And in this they hoped, and, indeed, he might say they believed, they had not failed. With regard to the useful association on whose account they had met to-night, he could say it was a most excellent association, and he might be, perhaps, permitted to refer to one instance of its usefulness in the case of a schoolfellow of his own who had begun life as a country solicitor, being a member of a wealthy family and having every advantage. But disaster had come upon him, and he had died, leaving a widow and one child totally unprovided for. He (Mr. Markby) had applied to the association, and he was happy to say help had most liberally been afforded, and the result of that assistance at a very critical period was that the daughter was enabled to continue her education, and had since, to a great extent, been the means of her succeeding in obtaining a very honourable position, and of being able to support herself and her mother.

Mr. O'B. O'DONOGHUE replied on behalf of the provincial law societies. He said that the solicitors from the country had, on the present occasion, to look at the association under very favourable circumstances. Their hearts had been cheered, their hands had been warmly shaken, and they had all experienced the very general hospitality which had been extended to them by the London solicitors. They therefore ought to have their hearts open, and they ought favourably and heartily to acknowledge the claims of this benevolent association upon their attention. Beyond looking at it from that point of view they must be aware that there had been many of their professional brethren in the provinces equally unfortunate with the gentleman of whom Mr. Markby had spoken. He (Mr. O'Donoghue) had more than one instance in his own mind where the association had stepped forward readily, liberally, and without any ostentation to give a helping hand to those who so much needed it. He had for many years felt a great interest in the association, and he would be only too glad if solicitors in the West of England more warmly entered into its proceedings. There was a time when the meetings of the association were more frequently held in the country, and he thought this was of advantage to it. In thinking of this country solicitors must also think of the present occasion when they had an opportunity of being heard, and he regretted that, owing to the enormous proportions of the hall at which the recent banquets were held, it was difficult for the provincial guests to express the great gratitude they felt, and they must express their strong sense of the noble hospitality which had been extended to them since they came to London. He was very glad to be able to make himself heard and to express the very warm feelings of friendship and gratitude which they from the country felt with regard to the magnificent hospitality, the cordial attention, and the very strong desire which had been expressed to make them all welcome and comfortable. They could not but feel that they had been drawn into closer intercourse with London by this event, and he would again venture to present to the London solicitors the warmest acknowledgments of their country brethren.

The CHAIRMAN said: I now have the pleasure of proposing the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity continue to attend it." In presenting this toast I am not going to appear before you in the character of a beggar, and I am not going to seek to enlist your sympathies on behalf of this most deserving charity, for I take it that the mere fact of your presence here to-night proves that you regard the charity as one with which we ought all to be in active and earnest accord. But what I propose to do is, without attempting to make a set speech, to lay before you a few facts which have been supplied to me by our excellent secretary with the view, if possible, of inducing

you to see that the future prosperity of this association depends very much upon your individual exertions. This association was founded in the year 1858, and, of course, like all charities and all similar associations, it had its day of very small beginnings. I think in the second year of its existence it expended something like £10 in charity. Now, after nearly thirty years of existence, it has something like £48,000 of funded property, and last year it distributed no less a sum than £3,868. The managers of the society have, I think very wisely, determined that they will not, at any rate at present, seek for any further accumulation of the capital fund, but will distribute the whole income derived from the interest of this fund and from the annual donations and subscriptions in granting relief. And they have gone further. For many years past they have not limited the exercise of their benevolence to members of the association or to members' families, but have gone outside, and have distributed their funds amongst the needy members of the profession generally, so generally, in fact, I may say that I believe there are only two counties in England and Wales which have not participated in the advantages of this excellent charity. I need hardly, I am sure, represent to you that, amongst such a numerous profession as ours, there are certain to be a number of cases in which distress and want fall upon solicitors and upon their families without any blame being attached to themselves. I have had furnished me by the secretary a long list of really heart-breaking cases which have come before the committee, and to the wants of which they have been enabled to a certain extent to contribute and alleviate. I do not know that I should do much good by reading these cases to you. You can almost imagine them for yourselves. There must always be numerous cases in which sudden death, or long illness, or change of conditions in the locality in which a solicitor may be living, or disappointments in business, or the hard times through which we in common with the rest of the community have been passing, which are sufficient to bring a certain number of our professional brethren into very low circumstances, and at the same time that it is a privilege to those of us who have been successful, it is also our duty to help to alleviate the troubles of those who in the battle of life have been somewhat less fortunate than ourselves. The utility of our society is very much limited by the amount of its subscriptions, which I do not think are adequate to the number and to the wealth of our profession generally. And what I want to impress upon you to-night is the importance of each one of us endeavouring in his own circle and amongst his own friends to obtain an imitation of his own example in contributing to the funds of this society. I told you I did not intend to come before you as a beggar from yourselves, but I do beg of you that this influence of each of you may be exercised on behalf of the association. The toast which I have proposed I am now going to ask you to drink, and I do sincerely hope that you will not drink it merely as an expression of a sentimental charity, but that you will all feel that it pledges you to do something yourselves to promote the interests and the welfare of this association. I have great pleasure in proposing the health of "The Solicitors' Benevolent Association, and may prosperity continue to attend it," and I do hope and trust that what I have said may lead to some individual effort on the part of those who are present to extend its usefulness and to increase its income.

The health was drunk upstanding and with three hearty cheers.

The secretary (Mr. J. T. SCOTT) read a list of subscriptions and donations amounting to £1,200, amongst which were the following:—The Chairman, £105; Mr. N. T. Lawrence, £50; Mr. F. L. Hutchins, £21; Mr. G. B. Batchelor, £21; the Sussex Law Society, £21; the Yorkshire Law Society, £20; the Gloucestershire and Wiltshire Law Society, £10 10s.; the Shropshire Law Society, £10 10s.; the Herefordshire Law Society, £10 10s.; and the Anglesea and Carnarvonshire Law Society, £5 5s.

Mr. G. B. GREGORY proposed the health of the Chairman, observing that his presence there was amply justified by the result which had been shewn to them of his exertions on behalf of the association. He (Mr. Gregory) had had the honour of presiding at its anniversary meeting last year, and his efforts had been by no means so successful as had been the chairman's this evening. He could conceive, therefore, the energy, the devotion, the self-abnegation, the constant trouble, and the labour which the chairman had dedicated to their service upon the present occasion, for it was no ordinary thing to raise £1,200, and it required great exertions to get such a sum. He congratulated the chairman most heartily upon the meeting, and he congratulated the meeting most heartily in having such a chairman, not only one who had effected such a contribution to the funds, but one who had added so considerably to the geniality of the evening.

The toast was received with great cordiality and loud cheering.

The CHAIRMAN, in returning thanks, assured them that when the committee selected him to preside he had felt it a very great honour and pleasure. He felt it a great honour because he had been preceded in the chair by a long line of distinguished men who had presided over them with great ability, and it was a great pleasure because he was entirely at one with the excellent charity which they had met together to celebrate, and it had been a very great privilege to him to have been able in any way to contribute to its success.

Mr. J. ANDERSON ROSS submitted the toast of "The Visitors." He said he would venture to change the toast into that of "Friends." The London solicitors had had great pleasure in entertaining their country brethren. They had done but little compared with what the solicitors in the country had done for them in times past, and if they could draw together in a focus the hospitality which had been extended to London solicitors for twenty years past from all parts of England and give it out again to their visitors they might think they had done well. At a time when so many attacks were made on the pocket for politics, for religion, for charity, for clubs, to build churches in all parts of London, and where

they had been built to find them organs or surpluses for the singers, it was difficult to speak at a charity dinner. But if there ever had been a charity like this he knew it not. The profession of the solicitor was a most difficult one to pursue, a most difficult one to acquire in anything like perfection, and one in which many men went down in the struggle of life. And if men would join the committee of the society and hear the tales of grief which came before them then they would know what functions it was performing in saving the desperate, the desolate, and the oppressed from distress, misery, despair, and death. And men who had succeeded should be generous to those who had been less fortunate. They were delighted to see their friends the visitors here to-night supporting one of the best of such associations.

Mr. J. S. PURCELL (Registrar of the Joint-Stock Companies and editor of the "Law List") having suitably replied, the proceedings terminated.

During the evening glee and part-songs were very admirably rendered by Master Humm, Mr. J. A. Brown, Mr. W. Coates, Mr. C. Beckett, and Mr. Winn, under the direction of Mr. Coates. Mr. Harradine was the toastmaster.

COSTS UNDER THE LAND TRANSFER BILL.

Mr. C. FORTESCUE BRICKDALE has addressed the following letter to the Times:—I venture to submit herewith a table of figures illustrating a point of some importance which has been made the subject of very vague and very varied conjectures—namely, the real clear practical difference in expense to the land owner that may be expected to result from the adoption of the new system, after the primary registration of the land has once been effected.

The contents of the columns of the table are made up as follows:—
Col. 1. Supposed values of estates being dealt with on the register.

Col. 2. A.—The office fee for registration of a sale (as charged in the present registry) and the expenses of the necessary declaration of identity, including 2s. 6d. paid to the Inland Revenue. B.—The maximum fee chargeable for insurance under the proposed enactment. C.—The total of these two. This total shows the entire expense to both parties when the business is conducted without professional help. The Australian experience abundantly shows that every transfer and mortgage of an entire holding can be thus conducted by any person of average business capacity, and the English experience is similar as far as it has gone.

Col. 3.—A. The amounts payable for professional help, according to a scale of fees for conducting transfers on sales in the present land registry which has been issued and acted upon by a high-class firm of solicitors for a considerable time. B.—The total to which the entire expense would thus be brought up.

Col. 4. The fees chargeable (to vendor and purchaser together) for a sale of unregistered land under the present private practice.

1 Value of Land.	2			3		4 Present Costs.
	A Office.	B Insurance.	C Total.	A Solicitor.	B Total.	
	£ s. d.	£ s. d.	£ s. d.	£ s.	£ s. d.	£
Under £100...	12 6	4 2	16 8	2 2	3 10	8
£100 to £300...	12 6	12 6	25 0	3 3	4 9	10
£300 ...	12 6	1 0 10	13 4	3 3	4 16	15
£1,000...	12 6	2 1 8	14 4	5 5	7 19	30
£5,000...	16 6	6 5 0	7 1 6	8 8	15 9	70
£10,000...	4 10 6	20 16 8	22 7 2	10 10	32 17 2	140
£50,000...	5 10 6	104 3 4	109 13 10	31 10	141 3 10	340

It is possible that the above fees for very small transactions may be still further reduced.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

ORDER OF COURT.

Tuesday, the 14th day of June, 1887.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling should for the purpose only of hearing or of trial be transferred to Mr. Justice Kekewich; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling to Mr. Justice Kekewich, for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice CHITTY (witness actions).
1886.

A G Kurtz & Co v Peter Spence & Sons 1886 K 1,824 July 27
Brinton v Howlett, Glading v Brinton 1886 B 1,963 Dec 16

1887.

Union Bank of London v Munster 1886 U 668 Feb 3

Sanguinetti v Gaut 1886 S 4,117 Feb 14
Cave v Harris, Harris v Cave 1886 C 2,486 Feb 14
Cory v Roach 1886 C 1,471 Feb 17
Cane v Hind 1886 C 4,561 Feb 23
Poole v Pickering 1886 P 2,832 Feb 26
In re Ayres, dec., Wright v Ayres 1886 A 886 Feb 26
Coote v Ingram 1886 C 4,601 Mar 1
Wickham v Greenway 1886 W 3,308 Mar 2
Wickham v Sandeman 1886 W 3,307 Mar 2
Harvey v Corpe & anr 1885 H 2,123 Mar 3
Nicolo v Royal Aquarium, &c. Society 1886 N 1,677 Mar 3
In re Brown, dec., Brown v Brown 1886 B 4,291 Mar 3
Winn v Aldred 1886 W 2,649 Mar 4
Greenway v Sharp 1886 G 41 Mar 7
Stuart v Wright 1886 S 3,052 Mar 8
Andrade v Arbib 1886 A 749 Mar 11
Hawkins v Barron 1886 A 904 Mar 12
Raffalovich & Co v Imperial Bank, ld 1883 R 98 Mar 12
In re J Maggs, dec., Maggs v Knece 1886 M 1,987 Mar 12
Weaver v Sanitary Engineering, &c. Co 1886 W 3,653 Mar 19
Weaver v Jas Stiff & Sons 1886 W 3,652 Mar 19
In re Kearsley, dec., Kearsley and Clare Banking Co v Kearsley 1886 K 703 Mar 22
Warburg v Harris 1886 W 3,672 Mar 24
Powell, exor., v Davies 1886 P 2,889 April 1
Prior v Edwards 1886 P 1,967 April 6 Cambridge D Reg
Craven Bank, ld v Preston 1886 C 149 April 13
Sharp v Wilmot 1886 S 1,625 April 18

SECOND SCHEDULE.

From Mr. Justice NORTH (witness actions).
1886.

Pashley v Chapman 1885 P 3,104 Aug 7
Price v Simmons 1885 L 598 Nov 18
Malcolm v Cresswell 1886 C 1,120 Nov 22
Jaynes v The Queen 1885 J 1,046 Dec 10
1887.
Re Gaulard and Gibbs Patent (4,363) Petition Jan 11
Albo-Carbon Light Co ld v J Kidd & Co 1886 A 859 Jan 29
Morrice v Lee 1886 M 1,188 Feb 5
Cleaver v Bacon 1886 C 4,391 Feb 8
Foster v Clifton, Clifton v Foster 1886 F 1,885 Feb 8
Goswell v Bishop 1886 G 1,265 Feb 8
Frapwell v Dennis 1886 F 943 Feb 8
Musket v Poole 1885 M 78 Feb 9
Woodgate v Walker 1884 W 2,939 Feb 15
Brodbeck v Strickland 1886 B 4,670 Feb 15
Alexander v Smith 1886 A 1,316 Feb 17
Myatt v Evelyn 1886 M 2,498 Feb 19
Wier v Lansard 1886 W 3,018 Feb 22
Crookes v Rae 1882 C 2,569 Feb 25
Glanville v Heather 1887 G 2,106 Feb 25
Siddell v Vickers, Son & Co 1886 S 3,299 Feb 26
In re Orsmond, Dury v Orsmond 1886 C 357 Feb 26
Waring v Scottland 1886 W 3,043 Mar 1
Davies v Davies 1885 D 1,938 Mar 4
Shufflebotham v Bevington 1886 S 469 Mar 4
Schadler v Adkins 1886 S 3,973 Mar 7
Stanford v Hassall 1886 S 617 March 8
1886.
Furber v Best 1886 F 1,123 Dec 14
1887.
Best v Furber 1886 B 3,519 Mar 10
In re Shortridge & re Broughton, Salmon v Wallis 1886 S 773 Mar 10
Crampton v Sute & Main 1886 C 4,085 Mar 12
Codringley v The Alliance Soc 1886 C 1,185 March 14
Dovaston v Lloyd 1886 D 2,252 Mar 17
Stockton & Middlesbrough Water Bd v Tee Bridge Iron Co 1884 S 4,971 Mar 17
In re Lister Hill v Tate 1886 L 2,165 Mar 17
Capel & Co v Sims Ships Compositions Co ld 1886 C 2,414 Mar 22
Woolf v Stafford 1885 W 2,029 Mar 24
Lockyer v Lush 1886 L 3,003 Mar 26
In re Crossley, Fenton v Rummington 1886 C 4,504 Mar 26
Bodger v Lewis 1886 B 2,896 Mar 28
Salaman v Ingle 1887 S 409 Mar 28

THIRD SCHEDULE.

From Mr. Justice STIRLING (Witness Actions).
1887.

Elwyn v Baldock 1886 E 1,300 Jan 24
In re Paine, Paine v Paine, Paine v Paine 1886 P 1,122 Jan 26
Birmingham, Dudley, &c. Banking Co, ld, v Ross, jun 1886 B 3,791 Jan 26
Taylor v Salmon 1886 T 1,393 Jan 31
Eves v Eves 1886 E 3,971 Feb 1
Sanitas Gold Co, ld, v Condy (trading, &c) 1886 S 4,830 Feb 4
Brooks & Co v Powell, Foley, & Co 1886 B 1,440 Feb 10
Henderson v Gas Appliances Co, ld 1886 H 1,232 Feb 18
Moore v Tylee 1885 M 1,497 Feb 19
Maybury v Williams 1886 M 1,733 Feb 23
Stevens v Davis 1886 S 3,058 Feb 24
Strutt v Sawworth 1886 S 3,401 Feb 24

London, Edinburgh, &c. Assurance Co. Id. v Horne 1885 L 2,863 Feb 25
 O'Brien v Mansell 1886 O 274 Feb 28
 Morewood v Smith 1886 M 430 Mar 1
 Brodrick v Blackwood & Co 1886 B 5,265 Mar 2
 Smith v Grenfell 1886 S 5,075 Mar 2
 Share v Parkes 1886 S 3,944 Mar 3
 Flick v Haggard 1887 F 1 Mar 4
 Bancroft v Foster 1886 B 4,103 Mar 9
 Bancroft v Baker 1886 B 4,027 Mar 9
 In re J Miller, Miller v Leach 1886 M 3,111 Mar 15
 Morewood & Co Id v Dunn & ors 1886 M 64 Mar 16
 Hancock v Moore, Moore v Hancock 1884 H 3,848 Mar 18
 Peden v Tolputt 1886 P 2,755 Mar 22
 Cox v Pardon & Sons 1886 O 5,040 Mar 24
 Stedman v Williams 1886 S 3,916 Mar 31
 Boston Deep Sea Fishing & Ice Cold v Ansell 1886 B 4,746 Mar 31
 Hesketh v Holland 1886 H 3,024 April 5
 Infield v Martin 1887 I 18 April 5

HALSBURY, C.

LEGAL NEWS.

OBITUARY.

Mr. HOWARD SAMUEL WINNETT, solicitor, of 37, Lime-street, and Lewisham, died at his residence, 48, Dartmouth-road, Forest-hill, on the 28th ult. Mr. Winnett was the second son of Mr. William Winnett, of Gravesend, and was born in 1850. He served his articles with his brother-in-law, Mr. William Eley, and he was admitted a solicitor in 1873. He formerly practised in Fenchurch-street, but he subsequently removed to Lime-street. In 1881 Mr. Winnett was appointed clerk and solicitor to the Lewisham District Board of Works, and he held that office till his death. He was also clerk to the Lewisham Public Baths Commissioners. Mr. Winnett was married to the daughter of Mr. Hutten, of Gravesend. He was buried at Norwood Cemetery on the 3rd inst.

Mr. ROBERT DAWSON MAYNE, barrister, died suddenly at Port of Spain, Trinidad, on the 10th inst., from disease of the heart. Mr. Mayne was the second son of Sir Richard Mayne, K.C.B., many years Chief Commissioner of the Metropolitan Police. He was born in 1845, and he was educated at Balliol College, Oxford. He was called to the bar at Lincoln's-inn in Hilary Term, 1869, and he practised for a few years on the Home Circuit. He was for some time chief magistrate at the Gambia, and about five years ago he was appointed stipendiary magistrate at Port of Spain, Trinidad.

APPOINTMENTS.

Mr. ALFRED KINGDON, Solicitor-General of British Guiana, has been appointed to officiate as Attorney-General of that colony. Mr. Kingdon is the third son of the late Mr. Thomas Kingdon Kingdon, Q.C., and was born in 1854. He was called to the bar at the Inner Temple in July, 1878, and he formerly practised on the Western Circuit. He was appointed Solicitor-General of British Guiana about a year ago, having previously acted as Attorney-General of St. Vincent.

Mr. HENRY KIRKE, barrister, has been appointed to act as a Puisne Judge for the colony of British Guiana. Mr. Kirke is the only son of Mr. Henry Kirke, of Chapel-en-Frith, Derbyshire, and was born in 1842. He was educated at Wadham College, Oxford, where he graduated second class in Law and Modern History in 1863, and he was called to the bar at the Inner Temple in Hilary Term, 1868. He was formerly a member of the Midland Circuit, and he was appointed a stipendiary magistrate in British Guiana in 1872.

Mr. WILLIAM SEALY FISHER, solicitor, of Wirksworth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN EDWARDS BIRKETT, solicitor, of Workington, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. W. E. GREENWELL, solicitor, has been appointed Clerk to the Land and Income Tax Commissioners for St. Marylebone in succession to the late Mr. John Charles Burgoyne.

Mr. F. W. CHANT HOBROW, solicitor (of the firm of Rundle & Hobrow), of 80, Coleman-street, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

Mr. CHARLES ENNEST HARRISON, LL.M. Cantab., solicitor (of the firm of Harrison & Robinson), of 5, Chancery-lane, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

PARTNERSHIPS DISSOLVED.

FREDERICK GEORGE & BERTRAM A. TAYLOR, solicitors (Frederick George & Taylor), 352, Strand, London. May 31.

EDWARD SWEETING and GEORGE HERBERT BRADLEY, solicitors (Sweeting & Bradley), 6, Great James-street, Bedford-row. June 3.

CHARLES EDWARD BEAL and PHILIP DE SOYRES, solicitors (Beal & De Soyres), 30, Regent-street, Waterloo-place, London. March 31. The

said Charles Edward Beal will continue the business at No. 30, Regent-street aforesaid.

JOHN LOVELL HAMSHAW and HERBERT WILLIAM STANBURY, solicitors (Hamshaw & Stanbury), Hanley and Stone. June 8. [Gazette, June 14.]

GENERAL.

A meeting of all the judges of the Supreme Court was held on Thursday in Lord Coleridge's Room at the Royal Courts.

Probate has been granted of the will, dated June 19, 1886, of the Right Hon. Sir John Mellor, whose personal estate has been declared at £97,071 6s. 5d.

Great preparations are understood to be in progress for the "Masque," which is to be given at Gray's-inn on the 7th of July next, in commemoration of the Jubilee year.

T. H. H. writes, with regard to the Law Society's ball:—"You speak of the laments of certain unhappy men who had to go away without their hats and coats, of which, however, they obtained possession on the following morning." Would that my lamentations had ended thus happily, for up to the present moment I have been unable to obtain possession of my property—to wit, an opera hat, conspicuously bearing my initials. If the 'gentleman' who at present retains the above should chance to read your paper, it may serve to remind him to return my good hat to the place from whence he took it. It is not my intention to offer him a reward."

At an inquest held at Tunstall, Staffordshire, over which Mr. John Booth, coroner for the county, presided, the jury returned the following verdict:—"That George Wright met with his death accidentally, but that a stricter supervision by the responsible managers was wanting." The coroner prepared the inquisition, omitting the latter clause, but the jury declined to sign it, and were bound over to appear at the next assizes. It is stated that during the proceedings one jurymen threatened to lock the coroner in the room and compel him to listen to their arguments, which he positively declined to do.

A banquet in celebration of the Queen's Jubilee was given at the Middle Temple on Wednesday evening. The Prince of Wales, as treasurer of the inn, presided, and Prince Albert Victor and the Duke of Cambridge were also present. Among the other guests were the Archbishop of Canterbury, the Lord Chancellor, the Marquis of Hartington, Earl Granville, K.G., Lord Esher (Master of the Rolls), Mr. W. H. Smith (First Lord of the Treasury), Mr. John Bright, M.P., Sir Fitz James Stephen (Treasurer of the Hon. Society of the Inner Temple), the Lord Advocate, the President of the Royal Academy, and the Attorney-General. The tables were lavishly decorated, the hall was lighted with the electric light, and the band of the Inns of Court Volunteers was stationed in the gallery.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., June 20	Mr. Jackson	Mr. Godfrey	Mr. Clowes	Mr. King
Tuesday .. 21	Koe	Leach	Femberton	Ward
Wednesday 22	Carrington	Godfrey	Clowes	King
Thursday .. 23	Lavie	Leach	Femberton	Ward
Friday .. 24	Beal	Godfrey	Clowes	King
Saturday .. 25	Pugh	Leach	Femberton	Ward
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, June .. 20	Mr. Lavie	Mr. Beal	Mr. Koe	Mr. Jackson
Tuesday .. 21	Carrington	Fugh	Koe	Jackson
Wednesday .. 22	Lavie	Beal	Koe	Jackson
Thursday .. 23	Carrington	Fugh	Koe	Jackson
Friday .. 24	Lavie	Beal	Koe	Jackson
Saturday .. 25	Carrington	Beal	Koe	Jackson

COURT OF APPEAL.

TRINITY SITTINGS, 1887.

(Continued from p. 547.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

In re Tyingham's Marriage Settlement Markby v Tyingham app of dft W F Higgins & anr from order of Mr Justice Kay, dated 22 Feb, 1887, on sums March 24

Cobb & Co v Woodward app of Thomas Post from refusal of Mr Justice Stirling to vary Chief Clerk's Certificate, dated 4 March, 1887 March 26

Burr v Wimbledon Local Board app of dft from judgt of Mr Justice Kekewich, dated 4 March, 1887 March 26

Humpherson v Syer app of dft from judgt of Mr Justice Kekewich, dated 7 March, 1887 March 26

In re Robert Stewart, dec Clarke, Bart v Sandford app of F Sandford & anr from order of Mr Justice Kay, dated 1 March, 1887 March 26

In re Thos Clarke, dec Coombe v Carter app of dft from judgt of Mr Justice Kay, dated 26 February, 1887 March 29

Gooding v Wiltshire app of pit from judgt of Mr Justice Kekewich, dated 2 March, 1887 March 29

In re E M Machan, dec Hogarth v Machan app of pit M A Dobson from refusal of Mr Justice North to vary Chief Clerk's Certificate, dated 3 Feb, 1887 March 30

Brough & anr (on behalf, &c) v Dando, trading, &c app of T V Gurney from refusal of Mr Justice Chitty to vary Chief Clerk's Certificate, dated 10 March, 1887 March 31

Davies Bros & Co v Davies app of dft from judgt of Mr Justice Kekewich, dated 14 March, 1887 April 2

In re R C Leigh, late an Infant, now of age, and Infants' Settlement Act. 18 & 19 Vict c 43 Leigh v Leigh app of dft R C Leigh from order of Mr Justice Kay, dated 1 April, 1887, directing Settlement on Marriage April 4

Ager v Blacklock & Co and Robinson & Co app of pit from judgt of Mr Justice Kekewich, dated 13 Jan, 1887 April 6

Franklin Hooking & Co ld v Franklin Hooking app of dft from judgt of Mr Justice Kekewich, dated 5 April, 1887 April 7

Bird v Andrew app of pit from judgt of Mr Justice Kay, dated 7 March, 1887 April 7

In re Fitzgerald's Settled Estates Fitzgerald v White app of pit from order of Mr Justice North, dated 21 March, 1887 April 13

Wedge v Garrod app of dft T W Garrod from judgt of Mr Justice Kekewich, dated 2 March, 1887 April 16

In re Mary Smyth, dec Croth v Bishop app of dfts Emily de J Bishop & ers from judgt of Mr Justice Kay, dated 15 February, 1887 April 16

Peck, Bart v Derry app of pit from judgt of Mr Justice Stirling, dated 24 March, 1887 April 20

In re The Mount Morgan (West) Gold Mine ld & Co's Act, 1862 Expts Stephen H West app of the Co from order of Mr Justice Kay, dated 5 April, 1887 directing removal from register April 21

Tennant v The Swansea Harbour Trustees app of dfts from judgt of Mr Justice Kekewich, dated 24 February, 1887 April 22

In re Joseph Sporie, dec Sporie v Thurston app of dft Jas Thurston from judgt of V C Bacon, dated 19 April, 1887 April 26

In re W. Sherwood, dec Metcalf v Sherwood app of dft from judgt of Mr Justice North, dated 25 May, 1887 April 28

In re the Missouri Estates Ry & Iron Co ld & Co's Acts, 1862 to 1880 Expts T L Robinson app of T L Robinson from order of Mr Justice Stirling, dated 19 March, 1887 April 29

In re Wm Henderson, dec Nouvion v Freeman app of dfts from judgt of Mr Justice North, dated 21 April, 1887 May 2

In re W Sainsbury, dec Sainsbury v Collins app of dfts from judgt of Mr Justice North, dated 16 March, 1887 May 4

The Metropolitan District Ry Co v The Metropolitan District Joint Committee & Metropolitan Ry Co app of pits from judgt of Mr Justice Kekewich, dated 3 May, 1887 May 4

The Metropolitan District Ry Co v The Metropolitan Ry Co app of dfts from judgt of Mr Justice North, dated 16 July, 1886 May 5

Moseley v Victoria Stubber Co app of dfts from judgt of Mr Justice Chitty, dated 26 April, 1887 May 9

In re E Westall, dec West v Westall app of dfts from judgt of Mr Justice Stirling, dated 29 April, 1887, on originating summons May 17

Hall v Ewin app of dft John Ewin from judgt of Mr Justice Kekewich, dated 3 May, 1887 May 19

Tucker v Bennett app of dft William Bennett from judgt of Mr Justice Kekewich, dated 29 Jan, 1887 May 21

In re Brankes Island Co, ld, & Co's Acts app of Rt Hon G A F Bentinck, MP, from order of Mr Justice Kay, dated 5 April, disallowing items in his claim as creditor May 23

In re Brankes Island Co ld & Co's Acts app of Rt Hon G A F Bentinck, M.P. and Sir H. Drummond Wolff from order of Mr Justice Kay, dated 19 April, varying Chief Clerk's certificate of contributories May 23

In re T J Milne, dec Grant v Haysman (construction) app of pit and dft from judgt dated 29 April, 1889 May 25

Evans v Benyon app of dft Richard Benyon from judgt of Mr Justice Kay dated May 5, 1887 June 1

Appeals from the County Palatine Court of Lancaster.

From Interlocutory Orders.

1886.

In re Thos Eddy, Gent, one, &c, and In re Textoth Brewery Co & Co's Acts and Chancery Lancaster Acts app of liquidator from refusal of Vice-Chancellor to direct account and payment of assets in hands of solicitor Oct 4 (S O till Bills taxed)

From Final Orders and Judgments.

1887.

White v Spencer app of pit from judgt of the Vice-Chancellor, dated 11 Jan, 1887 Feb 21

Knowles v Heathcote app of pit from judgt of the Vice-Chancellor, dated 24 Jan, 1887 Feb 23

Proctor v Bennis app of pit from judgt of the Vice-Chancellor, dated 28 Feb, 1887 March 12

Proctor v Bennis & ers app of dft Edward Bennis from judgt of the Vice-Chancellor, dated 28 Feb, 1887 April 4

In re Old Swan and West Derby Permanent Bldg Soc & Co's Acts 1862-7, Wm IV c 32, Land Acts 1850-4 app of W Evans from order of the Vice-Chancellor, dated 14 March, dismissing petition April 4

Clowes v McFarlane app of pit from judgt of the Vice-Chancellor, dated 28 Feb, 1887 April 7

The Southport & West Lancashire Banking Co v Thompson app of pits from judgt of the Vice-Chancellor, dated 16 March, 1887 April 16

In re W Swift, dec McEvoy v Tickle app of dft M A Phillips from order of the Vice-Chancellor, dated 24 Feb on petition April 16

In re W Carruthers, dec Carruthers v Carruthers app of pit from refusal of the Vice-Chancellor, dated 6 April, to vary Registrar's certificate April 27

N.B.—The County Palatine Appeals as the dates of setting down are reached in the General and Separate Lists are set aside and taken on the first Thursday in every Sitting, and afterwards on the first Thursday in the following months during the Sittings.

N.B.—During Trinity Sittings Palatine Appeals (if any reached) will be taken on the following days, viz:—

Thursday, June 9.

Thursday, July 7.

Thursday, Aug. 4.

From Orders made on Interlocutory Motions in the Chancery Division.

Separate List.

1887.

O'Dowd v Griggs app of pit from refusal of Mr Justice North to direct production of documents, &c., dated March 14, 1886 April 6

Parker v Bingham app of dft T E D Bingham from Mr Justice North refusing order for production of documents, dated Mar 29 Apr 19

Walsh (trading as Walsh Bros) v Darwen Paper Mills Co ld app of pits from order of Mr Justice North, dated April 26, for sequestration for breach of undertaking May 17

In re Edmund Walter, an Infant Walter v Walter app of Mary Grace Walter from refusal of Mr Justice Chitty, dated May 13, to direct payment of costs, amend order, and extend time for appealing May 18

Cobb & Co v Woodward Cobb & Co v Creery (Trustee, &c) app of Thomas Foat from order of Mr Justice Stirling dated May 6, directing to attorn tenant to receiver May 27

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

W C D Baddeley & anr v Assessment Committee of the City of London Union (Q B Crown Side) app of City of London Union from Justices Mathew and Cave affirming order of General Assessment Sessions March 30

Lee v Fahey app of pit from judgt of Mr Justice Wills at trial at Moonmouth without a jury March 29

The Adelphi Bank, ld, v The Halifax Sugar Refining Co, ld app of pit from Justices Day and Wills directing entry of judgt for debt—action tried by Mr Justice Cave at Liverpool with a jury March 31

Hamer v James & anr app of pit from judgt of Lord Justice Lopes at trial in Middlesex with a jury April 5

Banister v Clift app of dfts from judgt of Mr Justice Stephen at trial in Middlesex April 5

Jones & anr v Williams, Gittins, & anr (garnishees) app of dfts from judgt of Mr McIntyre, Q.C., sitting as Commissioner after trial at Walspool April 6

The Mayor, &c, of the Company of Merchants of the Staple of England v Bank of England app of pits from order of Justices Day and Wills on motion after trial before Baron Pollock reserving leave to move to enter judgt The Mayor &c of the Staple of England v The Bank of England app of dfts from same order April 7

Great Northern Ry Co v Kennedy & anr app of dft from judgt of Mr Justice Field at trial in Middlesex without a jury April 13

City of London Contract Corporation, ld v Styles (Q B Revenue Side) app of Contract Corporation from judgt of Justices A L Smith and Grantham on case stated by Commissioners of Income Tax April 13

Holmes v The Twickenham Local Board of Health (Q B Crown Side) app of The Local Board from judgt of Baron Huddleston and Mr Justice A L Smith setting aside order of Justices affirming rate Bonella v Same Local Board (Q B Crown Side) app of The Local Board from like order April 14

Duke of Devonshire & ers (on behalf, &c) v Pattinson & Mayor, &c., of Carlisle app of dfts from judgt of Mr Justice A L Smith on fur con after trial at Carlisle Same Action app of pits from part of same judgt April 16

Harker & anr v Edwards app of dft from judgt of Mr Justice Field at trial in Middlesex April 21

Hammond & Co v Bussey app of dft from judgt of Mr Justice Field at trial in Middlesex without a jury April 25

Seely v Grogan app of dft from judgt of Mr Justice Cave at trial in Middlesex without a jury April 28

The Hire Purchase Furnishing Co ld v Richards & anr app of dfts from judgt of Mr Justice Grantham at trial in Middlesex without a jury April 29

Langley v Davies app of pit from judgt of Mr Justice Wills at trial with a jury at Cardiff May 5

The Real and Personal Advance Co ld v D J Cleary (Q B Crown Side) app of pit from judgt of the Lord Chief Justice and Mr Justice A L Smith on app from County Court affirming nonsuit May 6

Wilson v Glossop (Q B Crown Side) app of dft from order of Justices Mathew and Cave directing entry of judgt for pit May 13

Shaw, Savill & Albion Co ld v The Bell Coleman Mechanical Refrigerating Co app of pits from part of judgt of the Lord Chief Justice and Mr Justice A L Smith as to damages after trial with special jury May 13

Brown v Bantzen app of dft from judgt of Mr Justice Cave at trial in Middlesex without a jury May 13

Burrell v Mossop app of pit from judgt of Mr Justice Stephen at trial in Middlesex without a jury May 16

Whitaker & anr v Dunn app of pits from judgt of the Lord Chief Justice and Mr Justice A L Smith setting aside decision of Official Referee—action referred at trial before Baron Pollock in Middlesex May 16

Ginsburg v Randall app of dft from judgt of Mr Justice Hawkins for Mr Justice Kay at trial with a jury in Middlesex May 25

Freeth & anr (exors) v Allen app of pits from judgt of Mr Justice Mathew at trial in Middlesex without a jury May 27

Mare, Holmwood, & Co v The Anglo-Indian Steamship Co and ers app of dft T P Hilcoat from judgt of Mr Justice A L Smith at trial in Middlesex without a jury June 1

Whitby and Wife v O T Brock & Co app of pits from judgt of Mr Justice Grantham at trial in Middlesex with a jury June 1

FROM PROBATE, DIVORCE, & ADMIRALTY DIVISION. (ADMIRALTY).

For Hearing.

With Nautical Assessors.

1887.

Ship General Pel (damage) Owners of the St Elmo and her cargo v Netherlands India Steam Navigation Co ld app of dfts from judgt of the President, dated Dec 16, 1886 Jan 12

Ship Sardinian (damage) J T Crampton & ers v Owners of the Sardinian app of pits from judgt of the President, dated Dec 9, 1886 Feb 15

Ship Star of Persia (salvage) Pritchard & ers v Owners of the Star of Persia & her cargo and freight app of pits from judgt of Mr Justice Butt, dated Jan 16, 1887 Feb 16

Ship Banahoe (damage) City of Dublin Steam Packet Co v London & N W Ry

Co (owners of Banhee) app of pils from jdg of Mr Justice Butt, dated Feb 25, 1887 March 3
 Ship Mary Lohden (damage) Owners of G M B v Owners of the Mary Lohden app of pils from judgt of Mr Justice Butt, dated March 11, 1887 April 18
 Ship Vallejo (damage) Owners of the Wetherall & ore v Owners of the Vallejo & freight app of pils from judgt of Mr Justice Butt, dated April 27, 1887 April 30
 Ship Sinbad (damage) Howell & ore v Owners of S S Sinbad & freight app of pils from judgt of the President, dated May 18, 1887 June 1

From the Queen's Bench Division, Sitting in Bankruptcy.
 In re Horace Kent Expte Jno Chambers app of debtor from receiving order dated May 20, granted by Mr Registrar Haslitt
 From Orders made on Interlocutory Motions in the Queen's Bench Division. 1887.

The London & Bristol Stock Exchange Co ld v Bloxsome app of dft from Justices Day and Wills giving liberty to sign jdg for full amount and refusing leave to defend April 7 (80 for security)
 Halsekopf v The Astatic Bread Co, ld app of dft from Justices Day & Wills refusing new trial—action tried by Mr Justice Manisty April 24
 Wardens, &c, of St Saviour's, Southwark v Gery app of pils from Lord Chief Justice and Mr Justice A L Smith granting unconditional leave to defend, & setting aside order for judgment & possession May 5
 In re T R Watson Expte R Phillips (administr &c) app of T R Watson from order of Justice A L Smith and Wills for review of taxation of bill of costs. May 10
 Johnston v Salvage Assoc & anr app of defendant J McKiver from Lord Chief Justice and Mr Justice A L Smith, setting aside order for service of 3rd party notice May 16
 Hutchinson v Halsekopf app of dft from the Lord Chief Justice and Mr Justice A L Smith directing signed judgment to be set aside on payment into court or security May 18
 Harant v Blaine, Macdonald, & Co. app of pils from refusal of Mr Justice Grove to determine amount due under judgment affirmed by House of Lords May 19
 Weldon v De Bathe, Bart app of pils in person from the Lord Chief Justice & Mr Justice A L Smith refusing leave to set down notice of motn dated May 2 May 25
 Carwell v Hyland app of dfts from judgt of Mr Justice Day at trial at Manchester adding parties as pils and directing reference as to dilapidations May 25
 School Board for London v South Eastern Ry Co & In re South Eastern Ry Act, 1887 app of School Board from order of Justices Stephen and A L Smith remitting award to umpire May 25
 Barrell v Humphries app of dfts from Justices Grove and Denman refusing new trial—action tried by Mr Justice Wills; 2nd trial by the Lord Chief Justice May 28
 Christopher & anr v Croll app of pils from order of Justices Mathew and Cave refusing liberty to proceed with judgt, dated February 22 Same action app of pils from order of same Judges refusing liberty to proceed with action May 31
 Regent's Canal, City & Dock Ry Co v The Vestry of St Mary, Islington (Q B Crown Side) app of pils from the Lord Chief Justice and Mr Justice A L Smith affirming jdg on app from County Court June 1

THE SUMMER ASSIZES.

WESTERN CIRCUIT (Lord Coleridge, C.J., and Cave, J.)—Salisbury, Thursday, July 7; Dorchester, Tuesday, July 12; Wells, Thursday, July 14; Bodmin, Monday, July 18; Exeter, Friday, July 22; Winchester, Wednesday, July 27; Bristol, Wednesday, August 3. One judge only will go to the first four places.

HOME (Cave, J.)—Maidstone, Friday, July 8; Guildford, Friday, July 15; Exeter, Friday, July 22; Winchester, Wednesday, July 27; Bristol, Wednesday, August 3. Two judges will go to the last three places.

SOUTH-EASTERN (Grove, J.)—Huntingdon, Friday, July 1; Cambridge, Tuesday, July 5; Bury St. Edmund's, Monday, July 11; Norwich, Tuesday, July 19; Chesham, Thursday, July 28; Hertford, Thursday, August 4; Lewes, Monday, August 8.

NORTH WALES, CHESTER, AND GLAMORGAN (Denman, J.)—Newtown, Tuesday, July 5; Dolgelly, Friday, July 8; Carnarvon, Monday, July 11; Beaumaris, Saturday, July 16; Ruthin, Wednesday, July 20; Mold, Friday, July 22; Chester, Monday, July 25; Swansea, Tuesday, August 2. Two judges will go to the last two places.

SOUTH WALES AND CHESTER (Field, J.)—Haverfordwest, Friday, July 8; Cardigan, Tuesday, July 12; Carmarthen, Friday, July 15; Brecon, Tuesday, July 19; Presteign, Friday, July 22; Chester, Monday, July 25; Swansea, Tuesday, August 2. Two judges will go to the last two places.

OXFORD (Huddleston, B., and Grantham, J.)—Reading, Tuesday, June 28; Oxford, Monday, July 4; Worcester, Wednesday, July 6; Gloucester, Tuesday, July 12; Monmouth, Monday, July 18; Hereford, Friday, July 22; Shrewsbury, Monday, July 25; Stafford, Thursday, July 28; Birmingham, Tuesday, August 2. One judge only will go to the first seven places.

MIDLAND (Hawkins and Wills, JJ.)—Northampton, Friday, June 24; Aylesbury, Thursday, June 30; Bedford, Monday, July 4; Oakham, Friday, July 8; Leicester, Saturday, July 9; Nottingham, Thursday, July 14; Lincoln, Wednesday, July 20; Derby, Tuesday, July 26; Warwick, Friday, July 29; Birmingham, Tuesday, August 2. One judge only will go to the first nine places.

NORTH-EASTERN (Manisty and Mathew, JJ.)—Durham, Saturday, July 9; Newcastle, Saturday, July 16; York, Saturday, July 23; Leeds, Saturday, July 30.

NORTHERN (Day and A. L. Smith, JJ.)—Appleby, Monday, July 4; Carlisle, Wednesday, July 6; Lancaster, Wednesday, July 13; Manchester, Monday, July 18; Liverpool, Friday, July 29. One judge only will go to the first three places.

Pollock, B., and Stephen, J., will remain in town during the whole of the circuits; the other judges until their respective commission days.

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 10.
 JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AND COLONIAL AGENCY, LIMITED.—Petn for winding up, presented June 7, directed to be heard before Chitty, J., on Saturday, June 18. Armstrong, Finsbury pavement, solicitor for petner
 BRITISH MANUFACTURING CORPORATION, LIMITED.—By an order made by North, J., dated May 21, it was ordered that the corporation be wound up. Hayne, Finsbury sq, solicitor for petners
 GORSEBOLD AND SINCLAIR UNITED MINES, LIMITED.—Petn for winding up, presented June 7, directed to be heard before Chitty, J., on Saturday, June 18. Gregory, Bishopsgate at Within, solicitor for petner
 POLYCHROMATIC SIMULTANEOUS PRINTING CO, LIMITED.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frederick Truman Whitehead, 7, Queen st, Cheap-side. Friday, July 15, at 12, is appointed for hearing and adjudicating upon the debts and claims
 PORT SAID INTERNATIONAL COALING CO, LIMITED.—By an order made by Stirling, J., dated May 14, it was ordered that the voluntary winding up of the company be continued. Pyke & Minchin, Metal Exchange bldgs, Gracechurch st, solicitors for petners
 PUBLIC WORKS & CONTRACT CO, LIMITED.—Petn for winding up, presented June 10, directed to be heard before Kay, J., on Saturday, June 18. Webb & Co, Queen Victoria st, solicitors for petners
 PUBLIC WORKS AND CONTRACT CO, LIMITED.—Petn for winding up, presented June 7, directed to be heard before Kay, J., on June 18. Dowse, New Inn, solicitor for petners
 ROWLEY REGIS NAIL AND RIVET CO, LIMITED.—Petn for continuing voluntary winding up, presented June 6, directed to be heard before Kay, J., on June 18. Wilkins & Co, Gresham House, Old Broad st, agents for Wright & Co, Old-bury, solicitors for petners
 ROYAL EXCHANGE SHIPPING CO, LIMITED.—Chitty, J., has, by an order dated Feb 18, appointed Edward Hart, 14, Moorgate st, to be official liquidator
 TURF & B C PUBLISHING CO, LIMITED.—Petition for winding up, presented June 6, directed to be heard before Stirling, J., on June 18. Clarke & Co, Lincoln's inn fields, solicitors for petners
 YORKSHIRE AERATED WATER CO, LIMITED.—Stirling, J., has fixed Wednesday, June 22 at 12, at his chambers, for appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

MOULTON COFFEE HOUSE SOCIETY, LIMITED, Moulton, Northampton. June 6

London Gazette.—TUESDAY, June 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOLTON AND PARTNERS, LIMITED.—Chitty, J. has fixed June 23, at 11, at his chambers, for appointment of official liquidator
 HEYFORD IRON CO, LIMITED.—Petn for winding up, presented June 11, directed to be heard before North, J., on June 25. Patison & Co, Queen Victoria st, solicitors for petner
 MOUNT MORGAN (WEST) GOLD MINE, LIMITED.—Petn for winding up, presented June 13, directed to be heard before Kay, J., on June 25. Robins & Co, Gresham House, Old Broad st, solicitors for petner
 NORTHFLEET AND SWANBOURN BRICKFIELDS CO, LIMITED.—Kay, J. has fixed June 23, at 12, at his chambers, for appointment of official liquidator
 REVOLVING BALL FILTER CO, LIMITED.—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts and claims, to Frederick Bertram Smart, 22, Queen st, Thursday, July 7 at 12, is appointed for hearing and adjudicating upon the debts and claims
 RIO CARIS JET MINES CO, LIMITED.—Chitty, J., has fixed Thursday, June 23 at 11, at his chambers, for the appointment of an official liquidator
 WEST LONDON COMMERCIAL BANK, LIMITED.—Chitty, J., has, by an order dated March 17, appointed Alfred Augustus James, 68, Coleman st, to be official liquidator

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35:

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 10.

BAKER, JAMES, Northover, Somerset, Gent. July 1. Tuson, Ilchester
 BALL, BARNETT, Crooke Shevington. June 14. Wilson, Wigan
 BAUGH, ELIZABETH, Wellington. July 7. Davies, Dudley
 BAUGH, ESTHER ELIZABETH, Wellington. July 7. Davies, Dudley
 BLACKSTON, W. A., Bishop Wearmouth. July 4. Wilkinson, Sunderland
 BROOK, BENJAMIN, East Farleigh, Kent, Farm Bailiff. July 15. Stephens & Urnston, Maidstone
 BROOKHOUSE, JOHN, Deptford, Gent. July 15. Lookyer, Deptford
 CHARLTON, THOMAS BROUGHTON, Chilwell Hall, Nottingham, Esq. July 1. Freeth & Co, Nottingham
 CHILCOTE, HERBERT NICHOLAS, Babbicombe, Devon, Surgeon. July 8. Francis & Co, Newton Abbot
 CLOUGH, JOSEPH, Cookridge, York, Farmer. July 16. Harland, Leeds
 COLE, LYDIA BRIDGET, Bristol. July 8. Rowley & Chatwin, Birmingham
 FITTICK, MATILDA, Plymouth. July 20. Weekes, Plymouth
 FOWLER, WILLIAM, Erdington, Birmingham, Land Agent. July 6. Barlow & Co Birmingham
 GILLINGS, SAMUEL BEECHER, Hale, Surrey, Gent. July 28. Hogan & Hughes, Martin's lane, Cannon st
 GOODALL, JAMES, Swansea, Draper. July 1. Collins & Woods, Swansea
 GREENWAY, WILLIAM HENRY, The Firs, Crickwood, Gent. July 23. Walker & Whitfield, Surrey st, Strand
 HARRISON, CHARLES, Chorlton-upon-Medlock, Innkeeper. July 23. Darnton & Bottomley, Ashton-under-Lyne
 VIVIAN, General Sir ROBERT JOHN HUSSET, G.C.B., Hove. July 9. Meynell & Pemberton, Whitehall pl
 LEAKE, ANNE, Bath. July 8. Barrett & Dean, Slough
 LEWIS, ELIZABETH, Thrapston, Northampton. July 23. Hilberys, South sq, Gray's inn
 LIVERMORE, CHARLES ANNE, Little Baddow, Essex. June 24. Smoothey, Braintree
 MARRIOTT, FREDERICK, Fellows rd, South Hampstead, Esq. July 11. Rhodes & Son, Skinner's Hall

QUAIL, SARAH CATHERINE, Bristol. June 27. Clifton & Co, Bristol
 ROWBOTHAM, THOMAS, Bradmore, Nottingham, Farmer. July 1. Freeth & Co, Nottingham
 SCOTCH, JOHN, Pemberton, Lancaster, Licensed Victualler. July 4. Price, Wigan
 STRANFORD, EMILY AWE, Vincennes, Upper Brook st, Grosvenor sq. July 5. Kingsford & Co, Essex st, Strand
 WALLEY, ARTHUR JOSEPH, Wimpole st. July 7. Waterhouse & Co, New st, Lincoln's Inn
 WILKINSON, THOMAS, Newcastle-upon-Tyne, Solicitor. June 22. Dix & Warlow, Newcastle-upon-Tyne
 WOOLLETT, GEORGE, Cheriton, Surveyor. Aug 1. Sankeys & Flint, Canterbury

London Gazette.—TUESDAY, June 14.

ABBOT, JOHN, Carmarthen. July 20. Lloyd & Co, Carnarvon
 ADAMS, WILLIAM, Cardiff, Mining Engineer. July 15. Dalton & Co, Cardiff
 ALLFREY, CAROLINE, Wakefield Park, Berks. July 23. Bowman & Crawley-Booevy, Bedford row
 BARKER, ROGER WALKER, Ripon, Gent. Sept 5. Hutchinson & Son, Bradford
 BEALE, THOMAS SALWEY, Windsor, Esq. July 20. Southern & Montford, Ludlow
 BROOKWICH, WILLIAM, Forest Gate, Builder. July 18. Warrington, Walbrook
 BELL, ANNA ISABELLA, Watworth on Tees. Sept 1. Bell, Carlton
 BINGLEY, CHARLES BENTLEY, Savile row, Gent. Aug 1. Wood & Co, Rood lane
 BOYD, MAITLAND WILSON, Pall Mall, Esq. July 15. Upton & Co, Austin Friars
 CAKEBREAD, JAMES, Sawbridgeworth, Hertford, Farmer. Aug 2. Richardson & Foxwell, Much Hadham
 DABRY, JAMES JOSEPH, Waterloo, Lancaster. July 31. Madden & Co, Liverpool
 FINCH, ALICE, Preston. July 16. Thompson & Craven, Preston
 FRANKLIN, CHARLES, Nottingham, Grocer. July 1. Towle & Co, Nottingham
 GERSON, ANNE, Liverpool. July 31. Bateson & Co, Liverpool
 HARDING, WILLIAM FRIDGING, Baraset, Stratford on Avon, Esq. July 22. Boll & Co, Lincoln's Inn fields
 HEPPLE, THOMAS, Whitley, Northumberland, Gent. Aug 10. Mather & Co, Newcastle upon Tyne
 HOTIAM, FREDERICK HARRY, Church Stretton, Clerk in Holy Orders. July 20. Meynell & Pemberton, Whitehall pi
 HUNT, JOSEPH, Aston, Machinist. June 24. Spurgeon Blackham, Birmingham
 JONES, HANNAH, Winton, Lancaster. July 11. Widdows, Manchester
 JONES, JOSEPH, Gwernfryd, Carmarthen. Aug 31. Morris, Carmarthen
 KELLY, EMMA, Fairfield, Liverpool. July 11. Tyrer & Co, Liverpool
 KING, ELIZABETH, Liversedge. July 15. Scholefield & Taylor, Batley
 LINDLEY, JOHN, Sheffield, Tool Grinder. July 31. Burdakin & Co, Sheffield
 LINWOOD, JOHN, Kingston upon Hull, Clerk. July 28. Jackson & Son, Hull
 MOORE, EDWARD, Llandudno, Gent. July 1. Chamberlain, Llandudno
 OSBORN, WILLIAM, Mornington rd, Gent. July 23. Bowman & Crawley-Booevy Bedford row
 PALLING, JOHN GEORGE, Castletown, Mon., Gent. June 24. Davies, Newport
 PORTER, ELIZABETH JANE, North Kensington. July 11. Reed & Reed, Basinghall st
 PROCTER, JOHN, Otley, Gent. July 23. Simpson, Leeds
 RATLIFF, JAMES, Bold, Farmer. July 20. Wareing & Cropper, Liverpool
 ROWLAND, JOHN WEBB, Axford, Wilts, Farmer. July 21. Rowland, Ramsbury
 SCHMIDT, CHARLES FREDERICK, South Wolverhampton, Gent. Aug 1. Underhill & Lawrence, Wolverhampton
 SHARPNE, ESTHER SCHOPS, Shirley, Southampton. Aug 10. Stanton & Bassett, Southampton
 SMETHURST, LUKE, Manchester, Porter. June 20. Schou, Manchester
 SMITH, THEOPHILUS, Aldborough, York, Colour Merchant. July 21. Thorney Smith, Nottingham
 MANFIELD, WILLIAM THOMPSON, Swaton, Lincoln, Farmer. July 21. Smith & Co, Horbling
 WELLINGS, WILLIAM HENRY, Buxton, Derby, Bath Manager. July 4. Taylor & Brown, Buxton
 WHITLEY, MARK, Cotmanhay, Derby, Blacksmith. July 11. Stevenson, Nottingham
 WRIGHT, HANNAH, Mount Henbury, Chester. July 31. Mair & Co, Macclesfield
 YATES, JOSEPH ST JOHN, Sandbach, Esq. July 25. Cunliffe & Co, Manchester

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS and STUTTERERS should read a little book by Mr. R. BRASLEY, Baron's Court House, West Kensington, London, price 12 stamps. The Author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 10.

RECEIVING ORDERS.

ARNOLD, ALBERT JOHN, Dover, Tailor. Canterbury. Pet June 6. Ord June 6
 ATTWOOD, THOMAS GARDNER, Northampton, out of business. Northampton. Pet June 7. Ord June 7
 BOORMAN, FRANK, Preston, Sussex, Baker. Brighton. Pet June 6. Ord June 6
 BOOTHROYD, CHARLES INGLEBY, Derby, Boot Dealer. Derby. Pet June 8. Ord June 8
 BOWEN, THOMAS, Carmarthen, Draper. Carmarthen. Pet June 6. Ord June 7
 BURNET, EDWARD, Liverpool, Music Seller. Liverpool. Pet June 7. Ord June 7
 BYNG, EDWARD FRANCIS, Warrford ct, Throgmorton st. High Court. Pet Feb 21. Ord June 7

CARD, NEVILLE, Hadlow, Kent, Grocer. Tunbridge Wells. Pet June 7. Ord June 7
 CHAMPTON, GEORGE JOHN, Bristol, Warehouseman, Bristol. Pet June 7. Ord June 7
 COOKE, JAMES, Manchester, Bookseller. Manchester. Pet June 6. Ord June 6
 CROOK, JOSEPH MOSES WILSON, JOHN BOTTOMLEY, and FRED WORSICK, Halifax, Printers. Halifax. Pet June 8. Ord June 8
 DAWSON, WILLIAM MASEY, Burslem, Baker. Hanley, Burslem, and Tunstall. Pet June 6. Ord June 6
 DUTTON, GEORGE WILLIAM, Tibshelf, Derbyshire, Medical Assistant. Derby. Pet June 8. Ord June 8
 EVANS, HENRY RUSSELL, Newport, Mon, Stockbroker. Newport, Mon. Pet Pet May 10. Ord June 6
 GARLAND, JOHN, Plymouth, Fish Buyer. East Stonehouse. Pet May 25. Ord June 6
 GORDON, WILLIAM, and DUNCAN GORDON, Billiter st, Merchants. High Court. Pet May 5. Ord June 8
 HALLIWELL, JOSEPH, Scarborough, Chemist. Scarborough. Pet June 7. Ord June 7
 HARRISON, JOHN, Huggate Farm, nr Pocklington, Yorks, Farmer. York. Pet May 24. Ord June 6
 HOWELLS, THOMAS, Welshpool, Montgomery, Shoemaker. Newtown. Pet June 7. Ord June 7
 HURNEY, ALBERT MORGAN, Cardiff, Engine Factor. Cardiff. Pet June 4. Ord June 7
 JONES, EVAN, Aberdovey, Merioneth, Butcher. Aberystwith. Pet June 7. Ord June 7
 JONES, JOHN ELIAS, Blaenau Ffestiniog, Merioneth, Tailor. Bangor. Pet June 7. Ord June 7
 JONES, WILLIAM, Swansea, Builder. Swansea. Pet May 31. Ord June 7
 KING, CHARLES, Sevenoaks, Kent, Builder. Tunbridge Wells. Pet June 7. Ord June 7
 LITTLEWOOD, JOSEPH LEONARD, Lincoln, Fruiterer. Lincoln. Pet June 7. Ord June 7
 LOINES, JAMES WILLIAM, Lower Sydenham, Gent. Greenwich. Pet May 20. Ord June 7
 MANN, WILLIAM EDWARD, GEORGE STODDALL, and LISTER HENRY, Melbourne, Victoria, Merchants. High Court. Pet June 8. Ord June 8
 MCQUADE, ANDREW, Levenshulme, nr Manchester, Gent. Manchester. Pet May 9. Ord June 8
 MICHEL, JAMES ROBERT, Leeds, Oil Manufacturer. Leeds. Pet May 28. Ord June 8
 MITCHELL, SAMUEL, Horstorth, Yorks, Crane Maker. Leeds. Pet June 7. Ord June 7
 MURPHY, JOHN, Landport, Hants, Auctioneer. Portsmouth. Pet June 3. Ord June 3
 MURRAY, BENJAMIN, Collingham, Yorks, Contractor. Kingston upon Hull. Pet May 24. Ord June 7
 PARTINGTON, EMMA, Furshall Hall, nr Drottwich, Worcester, Farmer Worcester. Pet June 8. Ord June 8
 PEARCE, WILLIAM, Newport Pagnell, Buckingham, Builder. Northampton. Pet June 4. Ord June 4
 POWELL, ANDREW, Tonypanydy, Glamorgan, Grocer. Pontypridd. Pet June 7. Ord June 7
 PRATT, HENRY JAMES, York, Chemist. York. Pet May 25. Ord June 6
 RAWSON, FREDERICK, Lincoln, Tailor. Lincoln. Pet June 4. Ord June 4
 REED, JOHN LIDDELL, Bradley, nr Haltwhistle, Northumberland, Farmer. Carlisle. Pet June 8. Ord June 8
 SHARP, ELKANAH, Bradford, China Dealer. Bradford. Pet June 7. Ord June 7
 SHELL, GEORGE, Brighton, Tailor. Brighton. Pet June 8. Ord June 8
 SMITH, HENRY, Sheffield, Bootmaker. Sheffield. Pet June 8. Ord June 8
 SOUTHWELL, JOHN, Bacup, Lancs, Dealer in Toys. Oldham. Pet June 8. Ord June 8
 SUTTON, JAMES, Sheffield, Optician. Sheffield. Pet June 8. Ord June 8
 TAYLOR, DAVID GLASHER, Cardiff, Silk Mercer. Cardiff. Pet March 20. Ord June 8
 VINTON, WILLIAM HENRY EVANS, Kingston upon Hull, Smackowner. Kingston upon Hull. Pet June 7. Ord June 7
 WHITELL, JOSEPH HENRY, Richmond, Yorks, out of business. Northallerton. Pet June 4. Ord June 4
 WHITFORD, ELIZABETH, Scorrier, Cornwall, Grocer. Truro. Pet June 7. Ord June 7
 WHITTAKER, HENRY, jun, Healdington, Yorks, Cattle Dealer. York. Pet June 6. Ord June 6
 WILLIAMS, JOHN, Ystradgynodwg, Glamorgan, Grocer. Pontypridd. Pet June 6. Ord June 6
 WILLIAMS, THOMAS, Swansea, Builder. Swansea. Pet June 8. Ord June 8

The following amended notice is substituted for that published in the London Gazette of May 31.

MAYON, WILLIAM, Birmingham, Furniture Dealer. Birmingham. Pet May 21. Ord May 26

The following amended notice is substituted for that published in the London Gazette of June 5.

STYNER, HILL, Birmingham, Merchant. Birmingham. Pet May 21. Ord May 31

FIRST MEETINGS.

ALEXANDER, LAMARUE, and LAMUEL ALEXANDER, Buckingham Palace rd, Fruiterers. June 17 at 11. Bankruptcy bldg, Lincoln's Inn
 ANGSTREIN, WILLIAM JOHN NETTLESHIP, Llanbldrog, Carnarvonshire, Esq. June 23 at 12. Off Rec, Crypt chbrs, Chester
 ARNOLD, ALBERT JOHN, Dover, Tailor. June 18 at 12.30. Bankruptcy bldg, Lincoln's Inn
 BEDWORTH, DAVID, West Bromwich, Staffs, Butcher. June 20 at 10.30. County Court, Oldbury
 BISHOP, HENRY, Domett, nr Chard, Dairyman. June 19 at 12. Off Rec, 12, Bedford circus, Exeter
 BLOWS, JOHN, Peckham Rye, Van Proprietor. June 17 at 12. 28, Carey st, Lincoln's Inn
 BOOTHROYD, CHARLES INGLEBY, Derby, Boot Dealer. June 17 at 2.30. Off Rec, 28 James's chbrs, Derby
 CHERRY, FRANCES WILLIAM, Copthall bldg, Stock Broker. June 17 at 2.30. 28, Carey st, Lincoln's Inn
 COOPER, WILLIAM WALDEEN, Kegworth, Leicestershire, Grocer. June 17 at 12.30. 28, Friar lane, Leicester
 COX, CHARLES, Leeds, Cloth Finisher. June 20 at 11. Off Rec, 28, Park row, Leeds
 DAVIS, TOM, Parkstone, Dorsetshire, Builder. June 17 at 1. Criterion Hotel, Bournemouth
 DAY, THOMAS JAMES, Manchester, Bookseller. June 24 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester
 DES VIGNES, GEORGE FRANCIS GARDNER, Chertsey, Yacht Builder. June 24 at 11. Cannon st Hotel, London

DONNITHORNE, THOMAS, St Swithin's lane, Solicitor. June 17 at 2.30. 33, Carey St. Lincoln's inn.

EVANS, BENJAMIN, Tredunnoch, nr Newport, Mon, Draper. June 20 at 12.30. 12, Tredegar place, Newport, Mon.

HALLIWELL, JOSEPH, Scarborough, Chemist. June 17 at 12.30. Station Hotel, York.

HARRISON, JOHN, Huggate, nr Pocklington, Yorks, Farmer. June 17 at 3. Off Rec, 17, Blake st, York.

HOGGART, WILLIAM, Leeds, Grocer. June 20 at 12. Off Rec, 22, Park row, Leeds.

HOWE, ROBERT WHITWORTH, Bedford, Innkeeper. June 24 at 10. 8, Paul's sq, Bedford.

ISAAC, GEORGE TOM, Whitecross pl, Wilson st, Finsbury, Licensed Victualler. June 17 at 12. Bankruptcy bldgs, Lincoln's inn.

JONES, WILLIAM, Swansea, Builder. June 22 at 3. Off Rec, 6, Rutland st, Swansea.

JOSEPH, JOSEPH (sep estate), Birmingham, Jeweller. June 24 at 3. Grand Hotel, Colmore row, Birmingham.

JOSEPH, JOSEPH, and **JOSEPH MAURICE**, Birmingham, Merchants. June 24 at 3. Grand Hotel, Colmore row, Birmingham.

LAZARUS, SAMUEL, Hatton garden, Optician. June 22 at 11. Bankruptcy bldgs, Lincoln's inn.

MASON, GEORGE FINCH, South Audley st, Artist. June 17 at 2.30. Bankruptcy bldgs, Lincoln's inn.

MURPHY, JOHN, Landport, Hampshire, Auctioneer. June 27 at 3. 163, Queen st, Portsea.

PAERT, JOHN PAUL, Great Sutton st, Clerkenwell, Artificial Flower Manufacturer. June 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

PARTINGTON, EMMA, Pughall Hall, nr Droitwich, Worcestershire, Farmer. June 24 at 11. Off Rec, Worcester.

PERKINS, THOMAS WALTER, Chepstow, Mon, Grocer. June 20 at 1. 12, Tredegar place, Newport, Mon.

PRATT, HENRY JAMES, York, Chemist. June 17 at 2. Off Rec, 17, Blake st, York.

REED, JOHN LIDDELL, Bradley, nr Baltwhistle, Northumberland, Farmer. June 27 at 12. Off Rec, 24, Fisher st, Carlisle.

RICHARDS, EDWIN, Maindee, nr Newport, Mon, Commission Agent. June 18 at 12. 12, Tredegar pl, Newport, Mon.

RYLE, GEORGE, Burton on Trent, Painter. June 18 at 12. Off Rec, St James's chambers, Derby.

SMITH, REGINALD THOMAS, Hove, Sussex, Stockbroker. June 17 at 12. 4, Pavilion bldgs, Brighton.

SYMES, HILL, Birmingham, Merchant. June 23 at 11. 25, Colmore row, Birmingham.

TILDESLEY, THOMAS, Newport, Salep, Grocer. June 17 at 11.30. Victoria Hotel, Newport, Salep.

TOOTH, GEORGE, Nottingham, Currier. June 17 at 12. Off Rec, 1, High pavement, Nottingham.

WALTON, MONTRETH, Wakefield, Engineman. June 17 at 11. Off Rec, Bond terrace, Wakefield.

WATERMAN, JAMES, Ramsgate, late Grocer. June 17 at 1. 72, High st, Ramsgate.

WETHERELL, ROBINSON, Mooraley, Auctioneer. June 17 at 1.30. Off Rec, 21, Fawcett st, Sunderland.

WHITELY, WILLIAM HENRY, and **THOMAS THORNTON**, Huddersfield, Dyers. June 23 at 3. Haigh & Son, Bolors, New st, Huddersfield.

WHITTAKER, HENRY, the younger, Heslington, Yorks, Cattle Dealer. June 17 at 12. Off Rec, 17, Blake st, York.

WHITEHOUSE, GEORGE, Birmingham, Electro Plate Manufacturer. June 24 at 11. 25, Colmore row, Birmingham.

WILLIAMS, THOMAS, Swansea, Builder. June 22 at 11. Off Rec, 6, Rutland st, Swansea.

WILSON, JOHN PATERSON, Birkenhead, Licensed Victualler. June 17 at 2. Off Rec, 48, Hamilton sq, Birkenhead.

WILSON, SARAH ANN, and **CHARLES EDWARD FOSBROOKE**, Water lane, Lower Thames st, Shipping Agents. June 17 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

WYATT, JOHN, Coleford, Gloucestershire, out of business. June 20 at 1.30. 12, Tredegar place, Newport, Mon.

ADJUDICATIONS.

ADDISON, GEORGE BARNABAS, Adam's ct, Old Broad st, Broker. High Court. Pet Nov 4. Ord June 7.

ATTWOOD, THOMAS GARDNER, Northampton, out of business. Northampton. Pet June 7. Ord June 7.

BALBENIE, ALEXANDER, Stoneycroft, Lancs, Wine Merchant. Liverpool. Pet May 7. Ord June 7.

BARLEY, SAMUEL, Aldeburgh, Suffolk, Smack Owner. Ipswich. Pet June 8. Ord June 7.

BISHOP, HENRY, Dommett, nr Chard, Dairyman. Exeter. Pet May 21. Ord June 6.

BOND, LLOYD JOHN, St Dunstan's hill, Lighterman. High Court. Pet Nov 11. Ord June 6.

BOOTHROYD, CHARLES INGLEBY, Derby, Boot Dealer. Derby. Pet June 8. Ord June 6.

BURNET, EDWARD, Liverpool, Music Seller. Liverpool. Pet June 7. Ord June 7.

COLE, GEORGE, Swansea, Bootmaker. Swansea. Pet June 8. Ord June 6.

CROOK, JOSEPH MOSES WILSON, JOSEPH BOTTOMLEY, and FRED WORSICK, Halifax, Printers. Halifax. Pet June 8. Ord June 6.

DAWES, FREDERICK, Walsall, Rope Maker. Walsall. Pet June 1. Ord June 6.

DAWSON, THOMAS, High st, Sutton, Carpenter. Croydon. Pet June 1. Ord June 4.

DAWSON, WILLIAM MASSEY, Burslem, Baker. Hanley, Burslem, and Tunstall. Pet June 8. Ord June 6.

DAY, GEORGE, Harpenden, Herts, Hay Dealer. St Albans. Pet May 27. Ord June 7.

DAY, THOMAS JAMES, Manchester, Bookseller. Manchester. Pet May 21. r d June 8.

DRABBLE, CHARLES JAMES, Stratford, Essex, Drapers' Assistant. High Court. Pet May 16. Ord June 5.

DUTTON, GEORGE WILLIAM, Tibbald, Derby, Medical Assistant. Derby. Pet June 8. Ord June 8.

FLEMING, WILLIAM WILLIAMS, Landport, Hampshire, Furniture Dealer. Portsmouth. Pet May 2. Ord May 26.

HARRISON, JOHN, Huggate Farm, nr Pocklington, Yorks, Farmer. York. Pet May 24. Ord June 8.

HOWE, ROBERT WHITWORTH, Bedford, Innkeeper. Bedford. Pet June 1. Ord June 8.

HUNNEY, ALBERT MORGAN, Cardiff, Engine Factor. Cardiff. Pet June 4. Ord June 8.

LEWIS, THOMAS, Ynyshir, Glamorganshire, Bootmaker. Pontypridd. Pet June 1. Ord June 8.

LIGHTFOOT, CHARLES EDWARD, Netley, Hampshire, Master Tailor. Southampton. Pet May 18. Ord June 2.

LITTLEWOOD, JOSEPH LEONARD, Lincoln, Fruiterer. Lincoln. Pet June 7. Ord June 7.

LYTH, CHARLES, Waterloo, Lancashire, Brewer. Liverpool. Pet May 23. Ord June 7.

MICHELL, SAMUEL, Horsforth, Yorks, Crane Maker. Leeds. Pet June 7. Ord June 7.

MURPHY, JOHN, Landport, Hampshire, Auctioneer. Portsmouth. Pet June 3. Ord June 3.

NORTON, EDWIN JAMES, Shaftesbury, Plumber. Salisbury. Pet May 21. Ord June 6.

PELLING, EDWARD, Southampton, Grocer. Southampton. Pet June 1. Ord June 6.

PERROTT, WILLIAM THOMAS, Luppitt, Devon, Clerk in Holy Orders. Exeter. Pet May 24. Ord June 7.

PLONLEY, WILLIAM, Peasmarsh, Sussex, Veterinary Surgeon. Hastings. Pet May 24. Ord June 8.

POWELL, ANDREW, Tonypandy, Glamorganshire, Grocer. Pontypridd. Pet June 7. Ord June 7.

PREECE, WILLIAM THOMAS, Seven Sisters rd, Holloway, Job Master. High Court. Pet June 1. Ord June 7.

RAWSON, FREDERICK, Lincoln, Tailor. Lincoln. Pet June 4. Ord June 4.

RUSSELL, WILLIAM HUTCHINSON, Kilham, Yorks, Farmer. Kingston upon Hull. Pet May 4. Ord June 8.

SHEPHERD, THOMAS NEEDHAM, Wandle rd, Upper Tooting, Solicitor. High Court. Pet June 1. Ord June 7.

SHELL, GEORGE, Brighton, Tailor. Brighton. Pet June 8. Ord June 8.

SMITH, HENRY, Sheffield, Boot Maker. Sheffield. Pet June 8. Ord June 8.

SOUTHWELL, JOHN, Bacup, Lancashire, Dealer in Toys. Oldham. Pet June 8. Ord June 8.

SUTTON, JAMES, Sheffield, Optician. Sheffield. Pet June 8. Ord June 8.

WALLACE, WILLIAM, Aldersgate st, Paper Merchant. High Court. Pet May 5. Ord June 8.

WHITFORD, ELIZABETH, Scortier, Cornwall, Grocer. Truro. Pet June 7. Ord June 8.

WILLEY, WILLIAM JOHN LEICESTER, Birmingham, Stationer. Birmingham. Pet April 28. Ord June 8.

WHITTAKER, HENRY, jun, Heslington, Yorks, Cattle Dealer. York. Pet June 6. Ord June 8.

WILLIAMS, JOHN, Ystradyfodwg, Glamorganshire, Grocer. Pontypridd. Pet June 6. Ord June 8.

London Gazette.—TUESDAY, June 14.

RECEIVING ORDERS.

ADAMS, FREDERICK, Stonegate, York, Hairdresser. York. Pet June 10. Ord June 10.

APPLETON, JAMES, Liverpool, Leather Dealer. Liverpool. Pet June 10. Ord June 10.

BIRD, ALFRED JAMES, Mintern st, Hoxton, Furniture Manufacturer. High Court. Pet June 9. Ord June 9.

BRIGHT, ANDREW, St Agnes, Cornwall, Farmer. Truro. Pet June 11. Ord June 9.

BRADLEY, EDWIN, Wolverhampton, Shop Assistant. Wolverhampton. Pet June 9. Ord June 9.

CAMWINGS, JOHN, Birmingham, Grindery Dealer. Birmingham. Pet June 9. Ord June 9.

COLEMAN, GEORGE, Walcote, Leicester, Carpenter. Leicester. Pet June 10. Ord June 10.

DAWSON, LEWIS, Rochdale, Iron Merchant. Oldham. Pet June 8. Ord June 9.

DOWLING, REGINALD BLEWITT, Ramsden rd, Balham, Esq. Wandsworth. Pet May 12. Ord June 9.

DOWLING, ROBERT COOPER, Ipswich, Furniture Broker. Ipswich. Pet June 11. Ord June 11.

DUNFORD, SUSAN ELIZABETH, and EMMA JANE SAUNDERS, Poole, Builders. Poole. Pet June 11. Ord June 11.

EDWARDS, WILLIAM, Ruthin, Denbigh, Licensed Victualler. Wrexham. Pet June 10. Ord June 10.

EVANS, DAVID, Cockett, nr Swansea, Furniture Dealer. Swansea. Pet June 11. Ord June 11.

FISHER, JAMES FREDERICK, Southampton, Plumber. Southampton. Pet June 10. Ord June 10.

GARNER, ROBERT, White Lion st, Clerkenwell, Marble Merchant. High Court. Pet June 11. Ord June 11.

GIBBONS, HENRY HUTTON, Leeds, Plumbers' Factor. Leeds. Pet June 9. Ord June 9.

GRIFFITH, CHARLES, Vauxhall Cross, South Lambeth rd, Importer of Doors. High Court. Pet June 9. Ord June 9.

HARDY, FRANCIS, Clea, Lincolnshire, Smack Owner. Gt Grimsby. Pet June 10. Ord June 10.

HARRISON, JOHN, Newcastle under Lyme, Grocer. Hanley, Burslem, and Tunstall. Pet June 2. Ord June 10.

HASSELL, JAMES MATRANK, Liverpool, Furniture Dealer. Liverpool. Pet June 10. Ord June 10.

HUMMELL, F., Montpelier st, Knightsbridge, Watchmaker. High Court. Pet May 10. Ord June 11.

IRATH, AUGUSTUS BISSETT, Farnborough, Hants, Auctioneer. Guildford and Godalming. Pet June 7. Ord June 7.

ILLINGWORTH, JOHN, Bingley, Yorks, Coal Merchant. Bradford. Pet June 9. Ord June 9.

JENNISON, RICHARD, Linby, Notts, Licensed Victualler. Nottingham. Pet June 9. Ord June 9.

KENNEDY, WILLIAM, Kingston upon Hull, Umbrella Maker. Kingston upon Hull. Pet June 9. Ord June 9.

KENT, ALBERT FELHAM, George yd, Lombard st, Solicitor. High Court. Pet Apr 8. Ord May 27.

LEWIS, ISRAEL, Flixton, Lancs, Warehouseman. Salford. Pet May 27. Ord June 10.

LIARDET, J EVELYN, London st. High Court. Pet May 23. Ord June 10.

LUNDS, JOHN, Wigston, Leices, Paper Box Maker. Leicester. Pet June 11. Ord June 11.

LLOYD, DAVID, Llanrhydd, nr Ruthin, Builder. Wrexham. Pet June 10. Ord June 10.

MCBEAN, JOHN, Pembroke Dock, Bootmaker. Pembroke Dock. Pet June 9. Ord June 9.

MILL, CHRISTOPHER GEORGE, Liverpool, Merchant. Liverpool. Pet June 10. Ord June 10.

MURKETT, ROBERT ALBERT, High rd, Lee, Bootmaker. Greenwich. Pet June 9. Ord June 9.

PARKES, JOSEPH, Liverpool, Grocer. Liverpool. Pet June 10. Ord June 10.

PHILLIPS, S ELLIS, High Holborn, Tailor. High Court. Pet May 27. Ord June 11.

PIRT, JOHN, Torpenhow, Cumberland, Farmer. Cockermouth and Workington. Pet June 8. Ord June 8.

PRINCE, THOMAS R. KINGLEY, Staffs, Horse Dealer. Stoke upon Trent. Pet May 27. Ord June 8.

RAMSDEN, WILLIAM, Langley by Marpool, Derbyshire, Auctioneer. Derby. Pet June 10. Ord June 10.

RAW, JOHN, Toft Hill, nr Bishop Auckland, Grocer. Durham. Pet June 9.
 ROBERTS, GEORGE, Portland rd, South Norwood, Builder. Croydon. Pet June 8.
 ROBERTS, JAMES, Worcester, Licensed Victualler. Worcester. Pet June 9.
 ROWLANDS, DAVID, Neath, Innkeeper. Neath. Pet June 11.
 SEBING, HENRY HORACE, Brighton, Tutor, Ph.D. Brighton. Pet June 9.
 SMITH, ALFRED TURNER, Liverpool, Auctioneer. Liverpool. Pet June 9.
 SMITH, ALLAN J., Liverpool, Oligar Importer. Liverpool. Pet June 6.
 SMITH, FLORENCE EMMA, Leamington, no occupation. Warwick. Pet June 2.
 SMITH, THOMAS, Walsall, Hay Dealer. Walsall. Pet June 11.
 SYKES, HENRY, Dewsbury, Yorks, Plumber. Dewsbury. Pet June 10.
 SYMONS, THOMAS, Walsall, Corn Merchant. Walsall. Pet June 10.
 TAYLOR, FRANCIS, Birmingham, Fruiterer. Birmingham. Pet June 10.
 VINTEN, FREDERICK, South st, Wandsworth, Grocer. Wandsworth. Pet May 18.
 WHITE, THOMAS, Carmarthen, Coal Merchant. Carmarthen. Pet June 11.
 WHITWORTH, CHARLES HENRY, Newport Pagnell Mills, Bucks, Miller. Northampton. Pet June 9.
 WOOD, E., St Thomas rd, Finsbury park, Builder. High Court. Pet April 13.
 WOOD, GEORGE FREDERICK, Beaufort terr, Fulham, Provision Merchant. High Court. Pet May 28.
 WRIGHT, GEORGE BENJAMIN, Wolverhampton, Engineer. Wolverhampton. Pet June 11.
 WRIGHT, THOMAS, and GEORGE WRIGHT, Wetherden, Suffolk, Brickmakers. Bury St Edmunds. Pet June 9.

RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.
 HUMBERT, PIERRE, Coventry st, Leicester sq, Engineer. High Court. Ord March 23. Resc June 10. Adjud April 16. Annul June 10.

FIRST MEETINGS.

ANDERSON, WILLIAM, Cannon st, Licensed Victualler. June 23 at 12. Bankruptcy bldgs, Lincoln's inn.
 BARLEY, SAMUEL, Aliborough, Suffolk, Smack Owner. June 23 at 12.15. Off Rec, 2, Westgate st, Ipswich.
 BOORMAN, FRANK, Preston, Baker. June 23 at 12. Off Rec, 4, Pavilion bldgs, Brighton.
 BOWEN, THOMAS, Carmarthen, Draper. June 23 at 11. Off Rec, Carmarthen.
 BUCKLE, WILLIAM, Leeds, Tea Dealer. June 24 at 11. Off Rec, 32, Park row, Leeds.
 BURNET, EDWARD, Liverpool, Music Seller. June 24 at 3. Off Rec, 26, Victoria st, Liverpool.
 CARTER, JAMES, Alresford, Essex, Blacksmith. June 23 at 11. Townhall, Colchester.
 CARTHEN, OLIVER JAMES, Exeter, Corn Merchant. June 25 at 11. Castle of Exeter.
 CHAMPION, GEORGE JOHN, Bristol, Warehouseman. June 27 at 12.30. Off Rec, Bank chbrs, Bristol.
 COLEMAN, GEORGE, Walcote, Leicestershire, Carpenter. June 23 at 11.30. 23, Friar lane, Leicester.
 CONY, LOUISA ELIZABETH, Tottenham Court rd, Boot Manufacturer. June 22 at 11. 23, Carey st, Lincoln's inn.
 JOSE, JOHN, Rhuddal Heath, nr Tarpoley, Cheshire, Joiner. June 29 at 10.30. 182, Hospital st, Nantwich.
 CROOK, JOSEPH MOSES WILSON, JOHN BOTTLING, and FRED WORSTOCK, Halifax, Printers. June 24 at 11. Off Rec, Halifax.
 CULVER, ARTHUR, Sandall rd, Camden Town, Public House Manager. June 22 at 2.30. 33, Carey st, Lincoln's inn.
 DAWSON, LEWIS, Rochdale, Iron Merchant. June 22 at 3. Off Rec, Ogden's chambers, Bridge st, Manchester.
 DAWSON, WILLIAM MARY, Burslem, Baker. June 23 at 11.15. North Stafford Hotel, Stoke upon Trent.
 DOVE, JOHN, New Cle, Lincolnshire, Smack Owner. June 29 at 12. Off Rec, 3, Haven st, Gt Grimsby.
 DUTTON, GEORGE WILLIAM, Tibshelf, Derbyshire, Medical Assistant. June 23 at 12. Off Rec, St James's chambers, Derby.
 EVANS, DAVID, Forestale, nr Swansea, Furniture Dealer. June 25 at 11. Off Rec, 3, Strand st, Swansea.
 FLINT, JAMES OLIPHANT, Solon rd, Brixton, Clerk. June 22 at 2.30. 33, Carey st, Lincoln's inn.
 FORD, WILLIAM, Birmingham, Licensed Victualler. June 23 at 11. 25, Colmore row, Birmingham.
 GARLAND, JOHN, Plymouth, Fish Buyer. June 27 at 11. 15, Frankfort st, Plymouth.
 GIEVAN, ALEXANDER, Colchester, Draper. June 23 at 11.30. Townhall, Colchester.
 HOLMES, JOHN, Birmingham, Wheelwright. June 29 at 11. 25, Colmore row, Birmingham.
 HOUGHTON, HENDEN, Old Kent rd, Grocer. June 23 at 11. Bankruptcy bldgs, Lincoln's inn.
 HOWELL, THOMAS, Welshpool, Shoemaker. June 23 at 1. Off Rec, Llanddloes.
 HYAM, MONTAGUE, Holborn Viaduct, Tailor. June 23 at 12. Bankruptcy bldgs, Lincoln's inn.
 ILLINGWORTH, JOHN, Bingley, Yorks, Coal Merchant. June 24 at 12. Off Rec, 81, Manor row, Bradford.
 JONES, EVAN, Aberdovey, Merioneth, Butcher. June 24 at 12.30. Townhall, Aberystwith.
 LINES, JOHN, Wigston, Leicester, Paper Box Manufacturer. June 23 at 12.30. 23, Friar lane, Leicester.
 MOODY, WALKER, Gt Grimsby, Smackowner. June 29 at 2. Off Rec, 3, Haven st, Gt Grimsby.
 PINCH, CHARLES, Cambridge rd, Mile End, Chair Manufacturer. June 23 at 12. 33, Carey st, Lincoln's inn.
 PINT, JOHN, Torpenhow, Cumberland, Farmer. June 23 at 12. 67, Duke st, Whitehaven.
 PLANE, HURDANE JOHN, Wivenhoe, Essex, no occupation. June 23 at 11.15. Townhall, Colchester.
 RAMSDEN, WILLIAM, Eckington, Derbyshire, Auctioneer. June 24 at 11.30. Off Rec, St James's chambers, Derby.
 ROBERTS, JAMES, Worcester, Licensed Victualler. June 25 at 10.30. Off Rec, Worcester.
 RUMBY, W. B., St Paul's churchyard, Manufacturers' Agent. June 23 at 11. 33, Carey st, Lincoln's inn.
 SANDYS, W. A., Fleet st, Managing Director of Railway Time Tables Publishing Co. June 23 at 12. 33, Carey st, Lincoln's inn.
 SHARP, ELEANOR, Bradford, China Dealer. June 24 at 11. Off Rec, 31, Manor row, Bradford.

SOUTHWELL, JOHN, Bacup, Dealer in Toys. June 23 at 2.30. Off Rec, Ogden's chambers, Bridge st, Manchester.
 VINE, RICHARD, MATTHEW WHEATLEY, Lothbury, Clerk. June 23 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 WARWICK, HENRY, Gt Suffolk st, Borough, Bootmaker. June 23 at 11. 23, Carey st, Lincoln's inn.
 WEBB, THOMAS, Cambridge rd, Bethnal Green, Bootmaker. June 23 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 WHITFORD, ALEXANDER, Scotter, Cornwall, Grocer. June 23 at 12. Off Rec, Boscawen st, Truro.
 WRIGHT, THOMAS, and GEORGE WRIGHT, Elmswell, Suffolk, Brickmakers. June 23 at 12.45. Guildhall, Bury St Edmunds.

The following Amended Notice is substituted for that published in the London Gazette of June 10.
 PARTINGTON, EMMA, Parshall Hall, nr Droitwich, Worcestershire, Farmer. June 25 at 11. Off Rec, Worcester.

ADJUDICATIONS.

APPLETON, JAMES, Liverpool, Leather Dealer. Liverpool. Pet June 10.
 BEDWORTH, DAVID, West Bromwich, Butcher. Oldbury. Pet May 14.
 BIRD, ALFRED JAMES, Northport st, Hoxton, Furniture Manufacturer. High Court. Pet June 9.
 BLAND, FREDERICK HARRISON, Long lane, Smithfield, Dealer in Oriental Goods. High Court. Pet May 25.
 BLIGHT, ANDREW, St Agnes, Cornwall, Farmer. Truro. Pet June 11.
 BOORMAN, FRANK, Preston, Sussex, Baker. Brighton. Pet June 4.
 BOWEN, THOMAS, Carmarthen, Draper. Carmarthen. Pet June 6.
 BRADLEY, EDWIN, Wolverhampton, Shop Assistant. Wolverhampton. Pet June 9.
 BROOKS, GEORGE, Varsity rd, Stamford hill, Minister of Religion. High Court. Pet May 6.
 CANNINGS, JOHN, Birmingham, Grindery Dealer. Birmingham. Pet June 9.
 COLEMAN, GEORGE, Walcote, Leicestershire, Carpenter. Leicester. Pet June 10.
 DONAGUE, JOHN, Swansea, Solicitor. Swansea. Pet Jan 25.
 DOWLING, ROBERT COOPER, Ipswich, Furniture Broker. Ipswich. Pet June 11.
 EMMETON, ROBERT JOHN, Rickmansworth, Hertfordshire, Plumber. 84 Albans. Pet June 2.
 FORRESTER, JAMES, and THOMAS HOBSON, Longton, Staffordshire, Majolica Manufacturers. Stoke upon Trent. Pet May 10.
 GARDNER, JOHN ROBERT, Kingston upon Hull, Draper. Kingston upon Hull. Pet May 25.
 GARLAND, JOHN, Plymouth, Fish Buyer. East Stonehouse. Pet May 25.
 GIBSON, HERBERT HURTON, New Leeds, Plumbers' Factor. Leeds. Pet June 9.
 HALLIWELL, JOSEPH, Scarborough, Chemist. Scarborough. Pet June 7.
 HANDEY, FRANCIS, Cleo, Lincs, Smack Owner. Gt Grimsby. Pet June 10.
 HOARE, THOMAS, residence unknown, Licensed Victualler. High Court. Pet Feb 22.
 HOFFMEISTER, CHARLES, and EDWARD HOFFMEISTER, Mark lane, Corn Merchants. High Court. Pet May 20.
 IRVAT, AUGUSTUS BISSETT, Farnborough, Auctioneer. Guildford and Godalming. Pet June 7.
 JONES, EVAN, Aberdovey, Merioneth, Butcher. Aberystwith. Pet June 7.
 JONES, MAURICE, Queen Victoria st, Financial Agent. High Court. Pet Feb 9.
 KENNEDY, WILLIAM, Kingston upon Hull, Umbrella Maker. Kingston upon Hull. Pet June 9.
 LAMB, GEORGE WILLIAM THOMAS, Fulbeck, Lincs, Farmer. Nottingham. Pet May 18.
 MASON, GEORGE FINCH, South Audley st, Artist. High Court. Pet Dec 30.
 MORSE, EVAN, Newtown, Mont, Shoemaker. Newtown. Pet May 9.
 MUGRAVE, BENJAMIN, Cottoingham, Yorks, Contractor. Kingston upon Hull. Pet May 24.
 O'DWYER, A VIGORS, Belgrave rd, Gent. High Court. Pet Feb 6.
 PINT, JOHN, Torpenhow, Cumberland, Farmer. Cockermouth and Workington. Pet June 7.
 PRATT, HENRY JAMES, York, Chemist. York. Pet May 25.
 ROBINSON, WILLIAM, Hatton gds, Insurance Agent. High Court. Pet Apr 22.
 SHEPSON, ERNEST H S, Longridge rd, Earl's ct, Gent. High Court. Pet Mar 10.
 SMITH, ALFRED TURNER, Liverpool, Auctioneer. Liverpool. Pet June 9.
 STIDDER, JAMES GEORGE, Southwark Bridge rd, Sanitary Engineer. High Court. Pet May 3.
 TAYLOR, FRANCIS, Birmingham, Fruiterer. Birmingham. Pet June 10.
 TILDENLEY, THOMAS, Newport, Salop, Grocer. Stafford. Pet May 31.
 TINSLEY, WILLIAM, Catherine st, Strand, Publisher. High Court. Pet May 2.
 VINTON, WILLIAM HENRY EVANS, Kingston upon Hull, Smack Owner. Kingston upon Hull. Pet June 7.
 WALTON, MONTAGUE, Thorne's lane, Wakefield, Engineman. Wakefield. Pet June 2.
 WHITE, THOMAS, Carmarthen, Coal Merchant. Carmarthen. Pet June 11.
 WILLIAMS, THOMAS, Sketty, nr Swansea, Builder. Swansea. Pet June 8.
 WRIGHT, THOMAS, and GEORGE WRIGHT, Elmswell, Suffolk, Brickmakers. Bury St Edmunds. Pet June 8.

SALES OF ENSUING WEEK.

June 22.—Messrs. KELLY & CO., at the Mart, at 2 p.m., Freehold Properties (see advertisement June 18, p. 4).
 June 23.—H. J. B. BRAKE, at the Mart, at 2 p.m., Freehold Land (see advertisement June 11, p. 3).
 June 24.—Messrs. BAKER & SON, at the Mart, at 2 p.m., Freehold Land and Properties (see advertisement June 11, p. 11).
 June 24.—Messrs. JONES, LANG, & CO., at the Mart, at 2 p.m., Freehold Property (see advertisement June 11, p. 12).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRADSHAW.—June 8, at Barrow in Furness, the wife of R. B. D. Bradshaw, solicitor, of a daughter.
DAVIDSON.—June 8, at Singapore, the wife of James Guthrie Davidson, barrister-at-law, of a son.
HYDE.—June 12, at Talgarth rd, W., the wife of Clarendon Hyde, barrister-at-law, of a daughter.
RICKARD.—May 11, at Plymouth, the wife of W. W. Rickard, solicitor, of a son.
SUMMERHAYS.—June 10, at Wimbledon, the wife of Thomas Charles Summerhays, solicitor, of a daughter.
WATSON.—June 10, at Greencroft, Annan, N.B., the wife of Charles Watson, solicitor, of a daughter.

DEATHS.

EDELL.—May 11, at Pembury-road, Clapton, James Edell, of King-street, Cheap-side, solicitor, aged sixty-seven years.
PLUMTRE.—June 15, at Hamilton-terrace, N.W., Charles John Plumtre, barrister-at-law.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.—No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantage of his long experience of upwards of forty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Official stamped forms for advertisement and file of "London Gazette" kept. By appointment.

NORTHERN ASSURANCE COMPANY.

ESTABLISHED 1836.

ABERDEEN—1, UNION TERRACE. LONDON—1, MOORGATE STREET.

ACCUMULATED FUNDS. £3,297,000.

THE FIFTY-FIRST ANNUAL GENERAL MEETING of this Company was held within their house at Aberdeen on FRIDAY, the 10th of JUNE, 1887, when the Directors' Report was presented.

The following is a Summary of the Report referred to:—

FIRE DEPARTMENT.

The PREMIUMS received last year amounted to £581,967 16s. 3d., showing an increase of £4,636 16s. 8d. over those of the previous year.
 The LOSSES amounted to £310,826 8s. 1d., or 53.41 per cent. of the Premiums, which is a lower ratio than has been experienced since the year 1878.
 The EXPENSES of MANAGEMENT (including Commission to Agents and charges of every kind) came to £191,666 19s. 4d., or 32.93 per cent. of the Premiums.

After reserving the usual 33 per cent. of the Premiums to cover liabilities under current Policies, a profit was earned of £77,928 16s. 7d.

LIFE DEPARTMENT.

ASSURANCE BRANCHES.—The new Assurances during the year reached in the aggregate the sum of £425,080. These new Assurances yielded

Annual Premiums amounting to £14,432 15s. 3d., and Single Premiums amounting to £293 2s. 2d.

The total INCOME of the year (including Interest) was £274,283 9s. 3d.

The CLAIMS amounted to £123,245 7s. 8d.

The EXPENSES of MANAGEMENT (including Commission) were limited to 10 per cent. of the Premiums received.

ANNUITY BRANCH.—The sum of £7,262 3s. 7d. was received for Annuities granted during the year.

The whole FUNDS of the Life Department now amount to £2,037,864.

The Report having been unanimously adopted, it was resolved that the total amount to be distributed amongst the shareholders for the year 1886 be £75,000, being Dividends of £2 and Bonuses of 10s. per Share, and that the sum of £75,000 be added to the Fire Reserve Fund, making that Fund now stand at £875,000.

LONDON BOARD OF DIRECTORS.

Sir WILLIAM MILLER, Bart., Chairman.

Colonel ROBERT BARING.

ERNEST CHAPLIN, Esq.

Sir PHILIP CURRIE, K.C.B.

GEORGE JOHN FENWICK, Esq.

ALEX. P. FLETCHER, Esq., J.P.

SECRETARY—H. E. WILSON.

FIRE DEPARTMENT—JAMES ROBB, Manager.

GENERAL MANAGER OF THE COMPANY—JAS. VALENTINE.

ALEX. HEUN GOSCHEN, Esq.

WM. E. HUBBARD, Esq.

FERDINAND M. HUTH, Esq.

HENRY JAMES LUBBOCK, Esq.

JOHN STEWART, Esq.

WILLIAM WALKINSHAW, Esq.

LIFE DEPARTMENT—THOS. H. COOKE, Actuary.

Copies of the Report with the whole Accounts of the Company for the year 1886 may be obtained from any of the Company's Offices or Agencies.

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